

**WOOD CREEK WATER DISTRICT
P.O. BOX 726
LONDON, KY 40743
PHONE 606-878-9420**

July 14, 2006

James Rice
Public Service Commission
211 Sower Blvd
Frankfort, KY 40602

RE: Case No. 2005-00312
Wood Creek Water District

RECEIVED

JUL 17 2006

PUBLIC SERVICE
COMMISSION

Dear Sir:

Per your request to Wm. Kenneth Wilson, PE.
Find enclosed 2 copies of documents. (these were previously faxed in part to you.)

If you require further information please advise.

Sincerely,

Brad Wilson
Projects Coordinator
Wood Creek Water District

KENTUCKY INFRASTRUCTURE AUTHORITY
COAL DEVELOPMENT FUND
GRANT ASSISTANCE AGREEMENT

PROJECT NUMBER: SX21125154
GRANT AMOUNT: \$2,000,000.00
GRANTEE: Wood Creek Water District
DATE OF AGREEMENT: OCTOBER 7, 2004

211
27
+ 2004

GRANT ASSISTANCE AGREEMENT

SX21125154

Wood Creek Water District

This Grant Assistance Agreement ("Agreement") is made and entered into this date, OCTOBER 7, 2004 by and between the KENTUCKY INFRASTRUCTURE AUTHORITY ("Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Wood Creek Water District ("Grantee").

WITNESS

WHEREAS, the General Assembly of the Commonwealth of Kentucky, at its 1988 Regular Session, amended Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, an agency of the Commonwealth attached to the Governor's Office, is charged pursuant to KRS 224A.300 with coordinating the implementation of infrastructure projects and to this end maintains within the Water Resource Information System, a comprehensive database of profiles of each community's water and wastewater projects; and

WHEREAS, the 2003 General Assembly included in the Commonwealth's 2002-2004 biennial Budget funding for the Grantee's infrastructure project, the subject of this Agreement; and

WHEREAS, the Grantee now seeks to implement the Project as identified in the 2002-2004 Budget of the Commonwealth and the Authority has determined that the Project is a Project within the meaning of the Act, and has been shown to be consistent with the Area Water Management Plan; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project described in the Grantee's Project Profile.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for the other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which are hereby incorporated in this Agreement by reference, the same as if set forth hereby verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

Agreement shall mean this Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to the governmental agency, unit of government, or private, investor-owned water system by the Authority.

Area Water Management Council shall mean the council designated as the planning body for the area, which shall prepare the Area Water Management Plan and approve all Project Profiles for water and wastewater projects.

Area Water Management Plan shall mean the plan that identifies current and future water supply, drinking water, and wastewater service needs of the area.

Authority shall mean the Kentucky Infrastructure Authority created by the Act as amended, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured by the Grantee in connection with the Project identified in the Project Profile Database.

Grantee shall mean any governmental agency or unit of government or any private, investor owned utility within the Commonwealth eligible for funding under the Program in accordance with the Act, now having been or hereafter being granted the authority and power to finance, acquire, construct, and operate a Project, and for the purposes of this Agreement shall mean that entity identified in the Project Profile.

Grant shall mean the funds effected under this Agreement from the Authority to the Grantee in the principal amount set forth in the Project Profile, for the purpose of defraying the costs incidental to the Project.

Kentucky Water Management Plan shall mean the guide and strategy that incorporates and analyzes each Area Water Management Plan and provides an assessment of future needs and allocation of funding for water and wastewater services throughout the Commonwealth.

Program shall mean the program authorized by KRS 224A.035 for the Authority to engage in a program of assistance to designated entities with respect to the construction and acquisition of water and wastewater infrastructure projects.

Project shall mean, when used generally, a water or wastewater infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee, the Project described in the Project Profile.

Project Administrator shall mean that individual designated in writing to the Authority by the Grantee, who has the responsibility of supervising the Project and coordinating the preparation of all documentation with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in Exhibit 1.

Project Profile shall mean those specific details of the Project, approved by the Area Water Management Council as being consistent with the Area Water Management Plan.

Rates and Charges shall mean an approved schedule of charges, based on actual cost of service, to adequately provide for retirement of any related debt obligation and to provide for proper operation of the Project.

System shall mean the utility system owned and operated by the Grantee of which the Project shall become a part and from the earnings of which System shall be operated, maintained and insured.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the other party of its respective obligations, to undertake the following obligations:

- A. The Authority shall pay to the Grantee the grant sum in an amount not to exceed \$2,000,000.00.
- B. The Authority may make periodic reviews of the Project progress and may make inspections of the Project and send inspection reports to the Grantee. Deficiencies identified in the inspection report shall be corrected by the Grantee and the correction reported in writing to the Authority within two weeks of receipt of the Authority's inspection report.
- C. The Authority shall cooperate with the Grantee in order to facilitate the obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall, before any funds are released, sign and submit the Agreement, and complete and include the following Exhibits which are incorporated herein and made a part hereof:

1. **Before the Project is bid**, the Grantee shall complete and submit to the Authority the following:

- a) A Project description in the form of a Project Profile together with the estimated Project Budget, as **Exhibit 1**.
- b) A copy of the Grantee's resolution, as **Exhibit 2**, accepting the grant award, amending its budget to allow for receipt and expenditures of these funds, and authorizing a designated individual to execute the Agreement and all other documentation related to the Project.
- c) The opinion of legal counsel substantially in the form set forth in **Exhibit 3** hereto.
- d) A Statement of Agreement to adopt and use the Kentucky Uniform System of Accounting (KUSoA) and assure that rates and charges for water service are based upon the cost or providing such service as **Exhibit 4**.
- e) A schedule of current rates and charges. If there will be a change in the current rate structure as a result of this project, provide the proposed schedule of rates and charges.
- f) Documentation of Clearinghouse Endorsement and Clearinghouse Comments.

2. **After Project is bid**, the Grantee shall complete and submit to the Authority the following:

- a) A revised Project Budget based on Project bids, as **Exhibit 1**.
- b) The opinion of legal counsel substantially in the form set forth in **Exhibit 5** hereto.
- c) An Application for Electronic Transfer of Funds, as **Exhibit 6**.
- d) Any additional covenants or agreements that may be required included in **Exhibit 7**.
- e) Copies of all fully executed construction contracts.

- B. The Grantee may request receipt of Grant funds as follows:
1. After completion of items in Sections 3. A. 1. and 2. above and full execution of the Agreement the Authority, upon receipt of Request for Payment **Exhibit 8**, will release up to and not to exceed 85 percent of the Grant award under the following conditions:
 - a. The Grantee has demonstrated the ability to manage the Project.
 - b. The Grantee agrees to keep a project expense ledger in the format prescribed by the Authority and submit to the Authority the expense ledger and/or a copy in electronic format upon request by the Authority and upon completion of the Project.
 2. The remaining 15 percent balance of the Grant will be released after the following conditions have been met:
 - a. The Grantee submits the fully executed Certificate of Completion once all Project construction related activities are complete. **Exhibit 9**.
 - b. The Grantee submits to the Authority the expense ledger and/or a copy in electronic format upon completion of the Project.
 - c. The Grantee submits to the Authority, Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD). If there is a significant deviation from the Final Design Plan during construction, As-built plans shall also be provided to the Authority in the same format.
- C. The Grantee shall perform and/or cause to be performed all necessary acts (consistent with KRS 45A and in accordance with applicable laws) to plan, design and construct the Project including: the procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s); and equipment and/or materials.
- D. The Grantee shall obtain all necessary permits, licenses and approvals from the appropriate federal, state, and/or local governmental entities prior to construction of the Project. Further, the Grantee shall require all construction contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.
- E. The Grantee shall include **Exhibit 10** in the engineer's contract for this project and remuneration of engineering services will be based on the fee **schedule included in the exhibit**.

- F. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- G. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with the Grant Agreement and all applicable laws and regulations. The Grantee shall retain all records, including all invoices, relating to the Project for three years after full execution of **Exhibit 9** - Certificate of Completion.
- H. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate the obligations set out in this Agreement.
- I. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement, shall be deemed a default of this Agreement by the Grantee.
- J. The Grantee will proceed expeditiously with and complete the Project in accordance with the approved final design, plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee and as approved by the appropriate state and federal agencies.
- K. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under this Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities may occur only with written approval of the Authority.
- L. The Grantee agrees that it will at all times impose, charge and collect sufficient customer Rates and Charges.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of implementing the Project. Further the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of either party to fulfill its obligations under this Agreement shall constitute a breach of same.
- B. In the event of default by the Grantee, including the failure to take actions directed herein and/or to comply with time deadlines set out in this Agreement, the Authority may declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce

its rights under this Agreement including action for recovery of funds expended hereunder.

- C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. All funds made available under this Agreement are subject to reauthorization by subsequent General Assemblies of the Commonwealth of Kentucky. Should funding for the Project not be reauthorized this agreement shall terminate.
- B. This Agreement shall be valid only after all signatories have signed.
- C. This Agreement may be terminated by the Authority for cause with 30 days written notice to the Grantee.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay a portion of the cost of Project planning and design directly related to submission of the Project plans and specifications for review by the Division of Water and the Public Service Commission, as may be required.
- B. It is specifically understood and agreed by the Grantee, in the event that the Project is not completed by August 30, 2007, for whatever reason, all grant funds disbursed for Project planning and design are subject to full and immediate repayment to the Authority.
- C. Funds disbursed under this Section of the Agreement shall not exceed 50% of the Project planning and design amount as established in the guidelines as set forth in Exhibit 10.
- D. Funds received under provisions of this Section shall be used solely for planning and design costs of the Project.
- E. No funds shall be released under this Section until the requirements of Section 3. A. 1. of this Agreement have been met.

SECTION 7 - MISCELLANEOUS PROVISIONS

- A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed an

original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

- B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties hereto to be of great importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project subject of this Agreement.
- F. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought into or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.
- G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of KRS 45A.150.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

ATTEST

By: _____

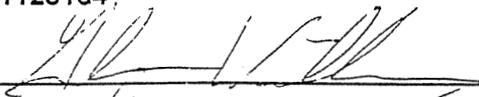
By: _____

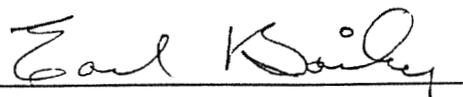
Title: _____

Title: _____

Wood Creek Water District
SX21125154

ATTEST

By:  _____

By:  _____

Title: Chairman _____

Title: SECRETARY _____

EXAMINED

LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____

Title: _____

EXHIBIT 1

PROJECT PROFILE & PROJECT BUDGET

SX21125154

Wood Creek Water District

KENTUCKY WASTEWATER PROJECT PROFILE

Areas indicated with [] are required fields.

1. Project Title (use title which will be identifiable by local community):

Wood Creek Water District - Phase 3 Northern Laurel County

2. Project Description:

Provide a brief narrative denoting if project relates to source, distribution, treatment, storage

Extend 163,152 linear feet of sewer lines to serve 820 households in North Laurel County. Project will also purchase materials for inhouse installation.

Project Descriptor: Line Extensions

WRIS Project Number (PNUM): SX21125154

This number is assigned by an ADD through the respective Area Water Management Planning Council and the project profile number. This number ties each project to mapped/spatial information in the Water Resources Information System (WRIS) profiles without this number AND the required corresponding mapped/spatial information will NOT be accepted.

Project County: Laurel

Is it a multi-county project: Yes No

Project Submitted By: Cumberland Valley

If wastewater project, KPDES#(s):

Available:

KY0002801
KY0020001
KY0020010
KY0020036
KY0020044
KY0020061
KY0020079
KY0020087
KY0020095
KY0020117

Include >

< Remove

Selected:

None Selected..

If wastewater collection project, KIMOP#(s)

Available:

Selected:

KYP000015
KYP000032
KYP000034
KYP000035
KYP000036
KYP000037
KYP000038
KYP000039
KYP000040
KYP000041

KYP000063

Include >

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OR (atleast one requ

3. Legal Applicant

Legal Applicant: Wood Creek Water District

Wastewater Utility which will own proposed improvements:
(if different from Legal Applicant)

Organizational Structure: Water District

Authorized Official Information

First Name: Donta Last Name: Evans M.I.:

Title: Superitendent

Street Address Line 1: 1670 Daniel Boone PKWY

Street Address Line 2:

P.O. Box: 726

City: London

State: KY

Zip: 40743

County: Laurel

Telephone: 606 878-9420

Ext:

Fax: 606-878-9425

Email:

Contact Person Information

First Name: Donta Last Name: Evans M.I.:

Title: Superitendent
Street Address Line 1: 1670 Daniel Boone PKWY
Street Address Line 2:
P.O. Box: 726
City: London State: KY Zip: 40743
County: Laurel
Telephone: 606-878-9420 Ext:
Fax: 606-878-9425
Email:

Project Administrator Information

First Name: Paul Last Name: Napier M.I.:
Title: Superitendent
Street Address Line 1: 1670 Daniel Boone PKWY
Street Address Line 2:
P.O. Box: 726
City: London State: KY Zip: 40743
County: Laurel
Telephone: 606-878-9420 Ext:
Fax: 606-878-9425
Email:

Consulting Engineer Information

First Name: William Last Name: Wilson M.I.: K
Firm: Wm. Kenneth Wilson, PE.PLS
Street Address Line 1: 409 S. Main Street, Suit C
Street Address Line 2:
P.O. Box: 1169
City: London State: KY Zip: 40743
County: Laurel
Telephone: 606-862-7612 Ext:
Fax:
Email: kenwilson@kih.net

4. Project Type (atleast one required/check all that apply):

- Facilities Planning
- Sewer System Evaluation Survey Report
- Design
- Construction
- Management

5. Project Alternatives: Please list a minimum of three:

- a. None
- b. None
- c. None

6. Special Impact(s) of Proposed Wastewater Project:

- a. New service/improve service to 820 unserved 0 underserved household:
- b. Number of new jobs: 0 Number of retained jobs: 0
- c. Other beneficial technical, managerial, fiscal impacts: (20 words or less)
- d. Does proposed activity relate to public health protection emergency: Yes No
- e. Does project involve regionalization: Yes No
- f. Number of systems affected/involved: 1

7. Median Household Income of Service Area:

\$ 27146

8. Project Start Schedule:

- Years 0-2 Years 3-10 Years 11-20

9. Estimated Funding Sources:

Estimated Local Funding Amount \$ 0

Estimated Other Funding Amount (all sources) \$ 2000000

Total Estimated Project Cost \$ 2000000

10. Project Data - Wastewater (complete all items which apply to this discrete project)

- a. Is project related to modifications to treatment plant? Yes No
- b. Is project related to new collector sewer construction? Yes No
Total linear feet 163152
- c. Is project related to new interceptor sewer construction? Yes No

d. Is project related to sewer rehab? Yes No

e. Number of lift stations required

f. Management (describe)

g. Does your agency currently provide sewer service Yes No

TABLE 1: COST

| Category | | | | | | |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------------|--------------------------------|--------------------------------|
| Secondary Treatment | Advanced Treatment | I/I Removal | Sewer Rehab | Collector Sewers | Interceptor Sewers | Combine Sewer Overf |
| <input type="text" value="0"/> | <input type="text" value="0"/> | <input type="text" value="0"/> | <input type="text" value="0"/> | <input type="text" value="2000000"/> | <input type="text" value="0"/> | <input type="text" value="0"/> |

Should be equal to Estimated Project Cost (q. 9)

Estimated Project Cost: \$

Allocated: \$

Remaining Funds: \$

TABLE 2: NEEDS

**Public Health Concerns
as a results of this Project**

| Number of Raw Sewage Discharges Eliminated | Number of Failing Septic Systems Eliminated | Septic Systems to be Eliminated | Total No. of WWTPs to be Eliminated | Average Design Flow (MGD) |
|--|---|---------------------------------|-------------------------------------|---------------------------|
| <input type="text" value="0"/> | <input type="text" value="0"/> | <input type="text" value="0"/> | <input type="text" value="0"/> | |
| KPDES No. | Name of Plant Eliminated | | Average Design Flow (MGD) | |
| <input type="text" value=""/> | <input type="text" value=""/> | | <input type="text" value="0"/> | |
| <input type="text" value=""/> | <input type="text" value=""/> | | <input type="text" value="0"/> | |
| <input type="text" value=""/> | <input type="text" value=""/> | | <input type="text" value="0"/> | |
| <input type="text" value=""/> | <input type="text" value=""/> | | <input type="text" value="0"/> | |
| <input type="text" value=""/> | <input type="text" value=""/> | | <input type="text" value="0"/> | |

Date Project was approved by the Area Water Management Planning Council: 06/05/2001

[Submit Profile](#)

[Save Profile](#)

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget SX21125154

Wood Creek Water District

Revised

| Cost Classification | Coal Dev Fund | KIA Grant | Funding Source 1 | Funding Source 2 | Funding Source 3 | Funding Source 4 | Local Funds | Unfunded Costs | Total |
|-----------------------------------|------------------|-----------|------------------|------------------|------------------|------------------|----------------|----------------|-------|
| 1 Administrative Expenses (1) | | | | | | | | | - |
| 2 Legal Expenses | | | | | | | | | - |
| 3 Land, Appraisals, Easements | | | | | | | | | - |
| 4 Relocation Expense & Payments | | | | | | | | | - |
| 5 Planning (2) | | | | | | | | | - |
| 6 Engineering Fees - Design | | | | | | | 140,000 | | - |
| 7 Engineering Fees - Construction | | | | | | | | | - |
| 8 Engineering Fees - Inspection | | | | | | | | | - |
| 9 Construction District - Labor | | | | | | | 492,000 | | - |
| 10 Equipment | | | | | | | | | - |
| 11 Contingency | | | | | | | | | - |
| 12 Other (*) | 2,000,000 | | | | | | | | - |
| Total | 2,000,000 | - | - | - | - | - | 632,000 | - | - |

| Funding Sources | Amount | Date Committed |
|-----------------|--------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Total | - | |

(1) Include Interim Financing

(2) Include in this category, all negotiated fees not included in the RD fee scale calculation

| Local Funding Sources | Amount | Date Committed |
|-------------------------|----------------|----------------|
| 1 Customer tap on fees | 492,000 | |
| 2 Wood Creek oper. fund | 140,000 | |
| 3 | | |
| Total | 632,000 | |

Total Funding **2,632,000**

Eula Dutton
 Signature
Project Administrator
 Title
10-26-04
 Date

(*) Purchase of 163,152 linear feet of various sizes of pipe and appurtances.

EXHIBIT 2

RESOLUTION
SX21125154

RESOLUTION OF THE Wood Creek Water District (GRANTEE)
ACCEPTING THE GRANT, APPROVING THE GRANT AGREEMENT,
AUTHORIZING THE AMENDMENT OF LOCAL BUDGET, AND
AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED
DOCUMENTS

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project") and

WHEREAS, the Grantee has made application to the Kentucky Infrastructure Authority (the "Authority") for the purpose of providing monies to acquire and construct the Project; and

WHEREAS, the Kentucky Infrastructure Authority has approved a conditional commitment of funds for the Project.

NOW, THEREFORE, BE IT RESOLVED by the BOARD of the Wood Creek as follows:
WATER DISTRICT

SECTION 1. That the Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority substantially in the form on file with the Grantee for the purpose of providing a portion of the necessary financing to the Grantee for the acquisition and construction of the Project.

SECTION 2. That Glenn Williams is hereby authorized, directed and empowered by the Grantee to execute the Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee to implement the Project.

SECTION 3. That the Grantee hereby includes in its annual budget the receipt and expenditures of funds subject to the Agreement with the Authority.

SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on October 7, 2004.

Wood Creek Water District, (Grantee)

[Signature], (Representative)

Title [Signature]

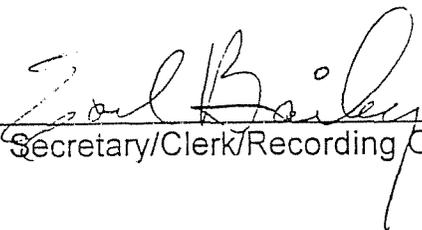
CERTIFICATE

SX21125154

Wood Creek Water District

I, the undersigned, hereby certify that I am the duly qualified and acting SECRETARY of the WOOD CREEK WATER DISTRICT that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Grantee at a meeting duly held on 10 - 17, 2004; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness by me this 7 day of OCTOBER, 2004


Secretary/Clerk/Recording Officer

LARRY G. BRYSON, P.S.C.

(606) 878-7123

318 WEST DIXIE STREET
LONDON, KENTUCKY 40741
lgbryson@alltel.net

(606) 864-8418 fax

EXHIBIT 3

(Page 1 of 2)

OPINION OF COUNSEL REGARDING AGREEMENT EXECUTION SX21125154

October 8, 2004

Kentucky Infrastructure Authority
375 Versailles Road
Frankfort, Kentucky 40601

RE: Agreement by and between Kentucky Infrastructure Authority and Wood Creek
Water District, (Grantee), dated as October 7, 2004

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the Wood Creek Water District, hereinafter referred to as the "Grantee". I am familiar with the organization and existence of the Grantee and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the Project (the "Project") with respect to which the Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the resolution or ordinance of the governing authority authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a [political subdivision or body politic] [corporation / water association] of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

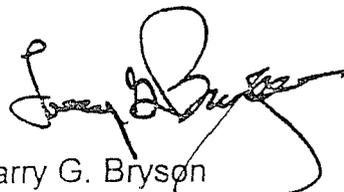
4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were had or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

A handwritten signature in black ink, appearing to read "Larry G. Bryson", with a large, stylized flourish extending from the end of the signature.

Larry G. Bryson
Counsel for Woods Creek
Water District

EXHIBIT 4

**STATEMENT OF AGREEMENT
TO UTILIZE
KENTUCKY UNIFORM SYSTEM OF ACCOUNTING AND COST-BASED RATES**

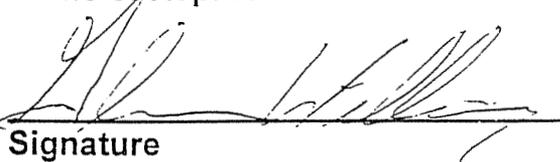
SX21125154

I hereby certify that the Grantee cited below agrees, as a condition of fund award, to adopt and use, within 12 months of the end of the Grantee's current fiscal year, the Kentucky Uniform System of Accounting. I also certify that rates and charges for water service will be based upon the cost of providing such service. The Kentucky Uniform System of Accounting may be viewed at: <http://wris.state.ky.us/kia/KUSoA.htm>.

Signed:

Wood Creek Water District
Name of Grantee

GLENN WILLIAMS
Name of Representative


Signature

10-6-09
Date

LARRY G. BRYSON, P.S.C.

(606)878-7123 318 WEST DIXIE STREET
LONDON, KENTUCKY 40741 lgbryson@alltel.net (606)864-8418 fax

EXHIBIT 5

(Page 1 of 2)

OPINION OF COUNSEL REGARDING AGREEMENT OBLIGATIONS SX21125154

October 8, 2004

Kentucky Infrastructure Authority
375 Versailles Road
Frankfort, Kentucky 40601

RE: Agreement by and between Kentucky Infrastructure Authority and Wood Creek Water District (Grantee), dated as of October 7, 2004.

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the Wood Creek Water District, hereinafter referred to as the "Grantee". I am familiar with the organization and existence of the Grantee and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the drinking water Project (the "Project") with respect to which the Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the Agreement by and between the Authority and the Grantee. Based upon my review I am of the opinion that:

- 1) The Grantee is a [political subdivision or body politic] [corporation / water association] of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.
- 2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy,

reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement.

4) The Rates and Charges, as defined in the Agreement, are in full force and effect and have been duly and lawfully adopted by the Grantee.

5) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

6) The Grantee has performed and/or caused to be performed all necessary acts (consistent with KRS 45A and in accordance with applicable laws) to plan, design and construct the Project including: the procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services, construction contractor(s); and equipment and/or materials.

7) The Grantee has obtained all necessary permits, licenses and approvals from the appropriate federal, state, and/or local governmental entities prior to construction of the Project. Further, the Grantee has required all construction contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.

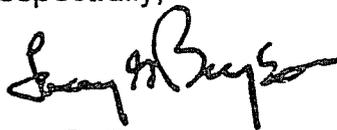
8) The Grantee has complied with all applicable federal and state statutes, executive orders, regulatory requirements and policies relating to the planning and construction of the Project.

9) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, (v) the validity or enforceability of the Rates and Charges or (vi) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

10) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

11) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were had or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

A handwritten signature in black ink, appearing to read "Larry G. Bryson". The signature is written in a cursive style with a large, prominent initial "L".

Larry G. Bryson
Counsel for
Woods Creek Water District

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 2001-00346 DATED July 17, 2002.

The following rates and charges are prescribed for the customers in the area served by Wood Creek Water District – Wastewater Division. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of the Commission prior to the effective date of this Order.

Monthly Sewer Rates

Sewer Rates in addition to minimum bill

| | | | | |
|----------|-------|---------|----------|-------------------|
| First | 2,000 | gallons | \$ 12.18 | Minimum bill |
| Next | 1,500 | gallons | 4.37 | per 1,000 gallons |
| Next | 1,500 | gallons | 4.04 | per 1,000 gallons |
| Next | 2,500 | gallons | 3.61 | per 1,000 gallons |
| All Over | 7,500 | gallons | 3.13 | per 1,000 gallons |

Minimum Bill for all Meters

| | | | | | |
|-------------|-------|---------|---------|----------|--------------|
| 5/8" X 3/4" | First | 2,000 | gallons | \$ 12.18 | Minimum bill |
| 1 | First | 5,000 | gallons | 24.80 | Minimum bill |
| 1 1/2" | First | 10,000 | gallons | 41.66 | Minimum bill |
| 2" | First | 20,000 | gallons | 72.96 | Minimum bill |
| 6" | First | 100,000 | gallons | 323.36 | Minimum bill |

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 2

Canceling P. S. C. Ky No. _____

Sheet No. _____

Creek Water District
Wastewater Division

RATES AND CLASSIFICATION OF SERVICE

C. DEPOSITS:

The District reserves the right to require that a nominal amount be placed on deposit with the District for the purpose of establishing or maintaining any customer's credit. The deposit will not exceed two-twelfths (2/12) of the customers estimated annual bill. Upon payment of deposit, the District shall issue a Receipt of Deposit to the customer showing the name of the Customer, the location of the initial premises occupied by the customer, and the date and the amount of the deposit. The District may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. The District will pay interest on the customer's deposit, at a rate not to exceed current rate received by District, for a period of one (1) year or until the date of its refund to the customer.

D. "Tap on" Fees:

Standard Residential (Single Family).....\$2,500.00*

All Other: Commercial/Industrial and/or Residential**Actual Cost of Installation

*Note: Any extra depth requirements and rock which cannot be excavated by normal means (backhoe, etc.) and any additional length of service lateral will be at cost.

**Note: Requiring any additional equipment and/or appurtenances.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE AUG 13 2001 8/13/2001
Month / Day / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE Chairman
PURSUANT TO 607 KAR 5.011
SECTION 3.11

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN

SECRETARY OF THE COMMISSION

FILE NO. _____ DATED _____

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 3

Canceling P. S. C. Ky No. _____

Sheet No. _____

3 Creek Water District
Wastewater Division

RATES AND CLASSIFICATION OF SERVICE

E. SPECIAL NON-RECURRING CHARGES

| | |
|---|-------------|
| Connection/Turn-on Charge | 20.00 |
| Connection/Turn-on Charge (after hours) | 40.00* |
| Re-connection of service | 20.00 |
| Re-connection of service (after hours) | 40.00* |
| Returned Check Charge | 15.00 |
| Late Payment Penalty | 10% |
| Relocation Charge | Actual Cost |
| Service Call/ Investigation | 20.00 |
| Service Call/ Investigation (after hours) | 40.00* |

*NOTE- Regular working hours for the District's Maintenance Staff is 8:00 a.m. to 4:30 p.m. Monday thru Friday, excluding holidays. Upon customer request, and subject to availability of Maintenance Staff, services may be performed outside regular working hours at the after hours rate.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 13 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY Stephan D. Bell
SECRETARY OF THE COMMISSION

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE 8/13/2001
Month / Day / Year

ISSUED BY Lois Kennedy
(Signature of Officer)

TITLE Chairman

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN

CASE NO. _____ DATED _____



ERNIE FLETCHER
GOVERNOR

GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT
OFFICE OF THE GOVERNOR

DARRELL D. BROCK, JR.
COMMISSIONER

1024 CAPITAL CENTER DRIVE, SUITE 340
FRANKFORT, KENTUCKY 40601-8204
PHONE (502) 573-2382 FAX (502) 573-2939
TOLL FREE (800) 346-5606
www.kentucky.gov

September 29, 2004

Ms. Donta Evans
1670 Daniel Boone PKWY
London, KY 40743

RE: Wood Creek Water District - Phase 3 Northern Laurel County
SAI# KY20040823-1381

Dear Ms. Evans:

The Kentucky State Clearinghouse, which has been officially designated as the Commonwealth's Single Point of Contact (SPOC) pursuant to Presidential Executive Order 12372, has completed its evaluation of your proposal. The clearinghouse review of this proposal indicates there are no identifiable conflicts with any state or local plan, goal, or objective. Therefore, the State Clearinghouse recommends this project be approved for assistance by the cognizant federal agency.

Although the primary function of the State Single Point of Contact is to coordinate the state and local evaluation of your proposal, the Kentucky State Clearinghouse also utilizes this process to apprise the applicant of statutory and regulatory requirements or other types of information which could prove to be useful in the event the project is approved for assistance. Information of this nature, if any, concerning this particular proposal will be attached to this correspondence.

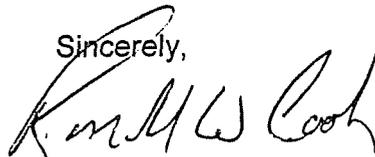
You should now continue with the application process prescribed by the appropriate funding agency. This process may include a detailed review by state agencies that have authority over specific types of projects.

This letter signifies only that the project has been processed through the State Single Point of Contact. It is neither a commitment of funds from this agency or any other state or federal agency.

The results of this review are valid for one year from the date of this letter.
Continuation or renewal applications must be submitted to the State Clearinghouse annually. An application not submitted to the funding agency, or not approved within one year after completion of this review, must be re-submitted to receive a valid intergovernmental review.

If you have any questions regarding this letter, please feel free to contact my office at 502-573-2382.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald W. Cook". The signature is fluid and cursive, with the first name "Ronald" being the most prominent.

Ronald W. Cook
Kentucky State Clearinghouse

Attachment

Cc: Cumberland Valley ADD
KIA

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY200408231381

This review was based upon the information that was provided by the applicant through the Clearinghouse for this project. An endorsement of this project does not satisfy, or imply, the acceptance or issuance of any permits, certifications or approvals that may be required from this agency under Kentucky Revised Statutes or Kentucky Administrative Regulations. Such endorsement means this agency has found no major concerns from the review of the proposed project as presented other than those stated as conditions or comments.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: wastewater collection lines and appurtenances, floodplain construction, and stormwater discharge.

Prior approval must be obtained from the DOW before construction can begin on the above matters. The applicant must cite this State Application Identifier (SAI) when submitting plans and specifications to the DOW. It is beneficial if applicants make prior contact with the DOW before submitting plans and specifications.

WASTEWATER TREATMENT

The application (SAI 0408231381) is by and for the benefit of the wastewater collection and treatment system of the Wood Creek Water District Wastewater Treatment Plant (WCWDWWTP). The design capacity of the WCWDWWTP is 4.0 million gallons per day (MGD) with an average daily flow of 2.5 MGD (62.5 percent of design).

In accordance with 401 KAR 5:010, the DOW requires the facility to have a properly certified operator that is in direct responsible charge of the facility at all times.

WASTEWATER TREATMENT FACILITY PLAN

The sites of the proposed project are within the area covered by the Wood Creek Water District Wastewater Treatment Facility Plan (WCWDWWTFP) or "201 " plan, CWA Section 201, 33 USC § 1281) funded and approved by the U.S. Environmental Protection Agency (EPA) and the DOW.

STORMWATER DISCHARGE

If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) stormwater discharge permit.

FLOODPLAIN CONSTRUCTION

From the application data, the DOW ascertains that the site of the proposed project is located in a floodplain area. Therefore, application must be made to the DOW for a floodplain construction permit. Permission, or exemption, depends upon design and exact site.

CORPS OF ENGINEERS REQUIREMENTS

Regarding the proposed project, the applicant needs to consult, before construction can begin, with the US Army Corps of Engineers (CoE) to ascertain if a 33 USC § 1341 ("401 ") water quality certification by the DOW, or a 33 USC § 1344 ("404 ") dredge or fill material permit, or both, are required.

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY200408231381

The project will have no effect on any property listed in or eligible for listing in the National Register of Historic Places. Further, an archaeological survey will not be necessary. Therefore, we have no objection to the project.

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY200408231381

Greer, Daryl:

Greer, Daryl:
The Division of Planning has no comments on this project.

District 11 advises all work on or immediately adjacent to state maintained highway rights of way require an encroachment permit from Permit Section @ 606-598-2145.

BID

Proposal of HAVES PIPE SUPPLY, INC
hereinafter called "BIDDER"), organized and existing under the laws
of the State of Tennessee, and doing business as a Corporation*,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Paul E. Martin
Signature

HAVES PIPE SUPPLY, INC
Company Name

BRANCH MANAGER
Title

1300 CAHILL DRIVE
Address

MARCH 14, 2005
Date

LEXINGTON, KY, 40504

Employer I.D. No. 62-09-00976

888-554-3744
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID SCHEDULES

NOTE: BIDS shall not include sales tax, but shall include any/all other applicable taxes/fees.
Wood Creek Water District's Sales Tax Exemption # is SD-63-101.

| DIVISION 1: Bid Items: Collection Mains (Pipe) (per Specifications) | | | | | |
|---|----------|-------|--------------------------------------|-----------|-------------------|
| No. | Quantity | Units | Description | Unit Cost | Item Total |
| 1 | 14268 | LF | 8" PVC SDR-21 Pipe (green in color) | 5.34 | 76,191.12 |
| 2 | 31675 | LF | 6" PVC SDR-21 Pipe (green in color) | 3.15 | 99,776.25 |
| 3 | 13278 | LF | 4" PVC SDR-21 Pipe (green in color) | 1.49 | 19,784.22 |
| 4 | 69760 | LF | 3" PVC SDR-21 Pipe (green in color) | .90 | 62,784.00 |
| 5 | 9015 | LF | 2" PVC SDR-21 Pipe (green in color) | .45 | 4056.75 |
| 6 | 100000 | LF | 1.5" SDR-17 Service Lateral PVC Pipe | .31 | 31,000.00 |
| 7 | 1080 | EA | 3" x 1½" casing spacers | 3.38 | 3650.40 |
| 8 | 0 | LF | 12"SDR-21 PVC Casing Pipe | — 0 — | — 0 — |
| 9 | 500 | LF | 10"SDR-21 PVC Casing Pipe | 8.01 | 4005.00 |
| 10 | 40 | LF | 8"SDR-21 PVC Casing Pipe | 5.15 | 206.00 |
| 11 | 300 | LF | 6"SDR-21 PVC Casing Pipe | 3.04 | 912.00 |
| 12 | 100 | LF | 4"SDR-21 PVC Casing Pipe | 1.43 | 143.00 |
| 13 | 4100 | LF | 3" SDR-21 PVC Casing Pipe | .87 | 3567.00 |
| 14 | 460 | LF | 10" Steel Casing Pipe | 20.43 | 9397.80 |
| 15 | 40 | LF | 8" Steel Casing Pipe | 16.41 | 656.40 |
| 16 | 300 | LF | 6" Steel Casing Pipe | 12.55 | 3765.00 |
| 17 | 100 | LF | 4" Steel Casing Pipe | 8.10 | 810.00 |
| 18 | 220 | LF | 3" Steel Casing Pipe | 5.87 | 1291.40 |
| 19 | 960 | EA | 10" x 6" casing spacer | 7.93 | 7612.80 |
| 20 | 80 | EA | 8" x 4" casing spacer | 5.66 | 452.80 |
| 21 | 600 | EA | 6" x 3" casing spacer | 4.62 | 2772.00 |
| 22 | 200 | EA | 4" x 2" casing spacer | 3.38 | 676.00 |
| TOTAL BID | | | | | 333,509.94 |

Hayes Pipe Supply, Inc

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Hayes Pipe Supply Company
P.O. Box 101550, Nashville, TN 37224

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
650 Elm Street, Manchester, NH 03101

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Wood Creek Water District
, , KY

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10.00%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Highway 25 North 2004 Sewer Project - Sanitary Sewer Extensions -
Contract 4

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 14th day of March, 2005

Pam Adair

(Witness)

Hayes Pipe Supply Company

(Principal)

(Seal)

By: T.O. Still

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By: Bob J. Stout

Attorney-in-Fact

Bob J. Stout

(Title)

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
ENDORSEMENT**

Coverage for acts of terrorism as defined in § 102(1) of the Terrorism Risk Insurance Act of 2002 ("the Act") is already included in this surety bond. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.

As your insurance/surety company we are sending you this notice to comply with the Terrorism Risk Insurance Act of 2002.

For questions regarding this notice please visit our website www.nassurety.com or you may call our office at 630- 227- 4825.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

Craig M. Whitlow, J. Carlton Smith, Jr., Bob J. Stout, James F. Harwell

James E. Gardner, Fred Fisher, Betty Capps, G. E. Thornton,

Todd A. Thompson and David A. Bennett, jointly or severally

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

“RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By Paul D. Amstutz
Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



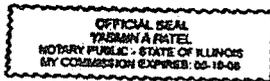
By Steven P. Anderson
Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11 day of June, 2004.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 11 day of June, 2004, before me, a Notary Public personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
Yasmin A. Patel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 2005.

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

BID

Proposal of KENTUCKY STEEL & UTILITY SUPPLY
hereinafter called "BIDDER"), organized and existing under the laws
of the State of KENTUCKY, and doing business as CORPORATION*,
to the Wood Creek Water District (herein called the "DISTRICT").

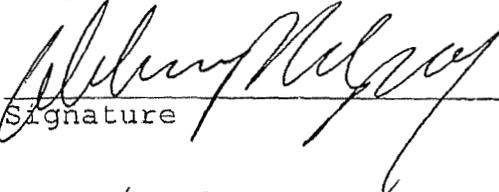
In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,



Signature

KENTUCKY STEEL & UTILITY SUPPLY

Company Name

SEC/TREAS

Title

131 KELLER ROAD

Address

03/14/05

Date

LONDON KY 40741

Employer I.D. No. 61-1296690

606/877-4132

Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID SCHEDULES

NOTE: BIDS shall not include sales tax, but shall include any/all other applicable taxes/fees.
Wood Creek Water District's Sales Tax Exemption # is SD-63-101.

| DIVISION 1: Bid Items: Collection Mains (Pipe) (per Specifications) | | | | | |
|---|----------|-------|--------------------------------------|-----------|-------------------|
| No. | Quantity | Units | Description | Unit Cost | Item Total |
| 1 | 14268 | LF | 8" PVC SDR-21 Pipe (green in color) | 4.70 | 67,059.60 |
| 2 | 31675 | LF | 6" PVC SDR-21 Pipe (green in color) | 2.75 | 87,106.25 |
| 3 | 13278 | LF | 4" PVC SDR-21 Pipe (green in color) | 1.35 | 17,925.30 |
| 4 | 69760 | LF | 3" PVC SDR-21 Pipe (green in color) | .80 | 55,808.00 |
| 5 | 9015 | LF | 2" PVC SDR-21 Pipe (green in color) | .40 | 3,606.00 |
| 6 | 100000 | LF | 1.5" SDR-17 Service Lateral PVC Pipe | .50 | 50,000.00 |
| 7 | 1080 | EA | 3" x 1½" casing spacers | 8.50 | 9,180.00 |
| 8 | 0 | LF | 12"SDR-21 PVC Casing Pipe | -0- | -0- |
| 9 | 500 | LF | 10"SDR-21 PVC Casing Pipe | 7.20 | 3,600.00 |
| 10 | 40 | LF | 8"SDR-21 PVC Casing Pipe | 4.61 | 184.40 |
| 11 | 300 | LF | 6"SDR-21 PVC Casing Pipe | 2.72 | 816.00 |
| 12 | 100 | LF | 4"SDR-21 PVC Casing Pipe | 1.30 | 130.00 |
| 13 | 4100 | LF | 3" SDR-21 PVC Casing Pipe | .79 | 3,239.00 |
| 14 | 460 | LF | 10" Steel Casing Pipe | 16.77 | 7,714.70 |
| 15 | 40 | LF | 8" Steel Casing Pipe | 13.33 | 533.20 |
| 16 | 300 | LF | 6" Steel Casing Pipe | 11.31 | 3,393.00 |
| 17 | 100 | LF | 4" Steel Casing Pipe | 6.83 | 683.00 |
| 18 | 220 | LF | 3" Steel Casing Pipe | 4.55 | 1,001.00 |
| 19 | 960 | EA | 10" x 6" casing spacer | 12.00 | 11,520.00 |
| 20 | 80 | EA | 8" x 4" casing spacer | 9.60 | 768.00 |
| 21 | 600 | EA | 6" x 3" casing spacer | 6.00 | 3,600.00 |
| 22 | 200 | EA | 4" x 2" casing spacer | 5.25 | 1,050.00 |
| TOTAL BID | | | | | 328,917.45 |

7661

KY. STEEL & UTILITY SUPPLY
131 KELLER RD. PH. 606-877-4132
LONDON, KY 40741-9651

73-227/421
2616599

DATE 03/14/05

PAY TO THE ORDER OF WOOD CREEK WATER DISTRICT

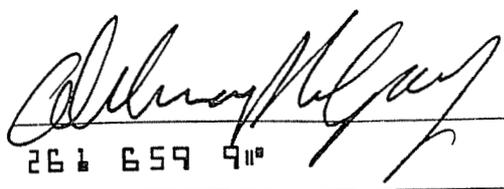
\$ 32,891.75

~~\$32,891.75~~

DOLLARS

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**1st National Bank
And Trust**
P.O. BOX 100 • LONDON, KENTUCKY 40743



FOR _____

⑈007661⑈ ⑆042102270⑆

261 659 9⑈

*Ret'd
ek
3-18-05*

G DELUME POP

2

BID

Proposal of UTILITY SERVICE & Supply, INC.
hereinafter called "BIDDER"), organized and existing under the laws
of the State of KY, and doing business as CORPORATION*,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Jerry Stevens
Signature

UTILITY SERVICE & Supply, INC.
Company Name

SALES REPRESENTATIVE
Title

6922 U.S. 60 WEST
Address

MARCH 14, 2005
Date

MOREHEAD, KY 40351

Employer I.D. No. _____

606-780-8700
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an
individual" as applicable.

| DIVISION 1: Bid Items: Collection Mains (Pipe) (per Specifications) | | | | | |
|---|----------|-------|--------------------------------------|------------------|------------------|
| No. | Quantity | Units | Description | Unit Cost | Item Total |
| 1 | 14268 | LF | 8" PVC SDR-21 Pipe (green in color) | 4.78 | 68201.00 |
| 2 | 31675 | LF | 6" PVC SDR-21 Pipe (green in color) | 2.83 | 89640.25 |
| 3 | 13278 | LF | 4" PVC SDR-21 Pipe (green in color) | 1.33 | 17659.74 |
| 4 | 69760 | LF | 3" PVC SDR-21 Pipe (green in color) | .81 | 56505.60 |
| 5 | 9015 | LF | 2" PVC SDR-21 Pipe (green in color) | .42 | 3786.30 |
| 6 | 100000 | LF | 1.5" SDR-17 Service Lateral PVC Pipe | .29 | 29000.00 |
| 7 | 1080 | EA | 3" x 1½" casing spacers | 12.52 | 13521.60 |
| 8 | 0 | LF | 12"SDR-21 PVC Casing Pipe | - | - |
| 9 | 500 | LF | 10"SDR-21 PVC Casing Pipe | 7.44 | 3720.00 |
| 10 | 40 | LF | 8"SDR-21 PVC Casing Pipe | 4.79 | 191.60 |
| 11 | 300 | LF | 6"SDR-21 PVC Casing Pipe | 2.83 | 849.00 |
| 12 | 100 | LF | 4"SDR-21 PVC Casing Pipe | 1.33 | 133.00 |
| 13 | 4100 | LF | 3" SDR-21 PVC Casing Pipe | .81 | 3321.00 |
| 14 | 460 | LF | 10" Steel Casing Pipe | 13.94 | 6412.40 |
| 15 | 40 | LF | 8" Steel Casing Pipe | 11.06 | 442.40 |
| 16 | 300 | LF | 6" Steel Casing Pipe | 8.38 | 2514.00 |
| 17 | 100 | LF | 4" Steel Casing Pipe | 4.85 | 485.00 |
| 18 | 220 | LF | 3" Steel Casing Pipe | 3.33 | 732.60 |
| 19 | 960 | EA | 10" x 6" casing spacer | 24.25 | 23280.00 |
| 20 | 80 | EA | 8" x 4" casing spacer | 18.19 | 1455.22 |
| 21 | 600 | EA | 6" x 3" casing spacer | 15.10 | 9060.00 |
| 22 | 200 | EA | 4" x 2" casing spacer | 13.05 | 2610.00 |
| | | | | TOTAL BID | 333520.71 |

Utility Service Supply, Inc.

Water, Sewer & Drainage Pipe & Materials

JERRY STEVENS
Sales Representative



Cell: 606-356-3819

Fax: 606-780-9412

Fax: 606-780-4860

Toll-Free: 1-888-994-7473

6922 U.S. 60 West
Morehead, KY 40351



The Ohio Casualty Insurance Company

136 North Third Street, Hamilton, Ohio 45025

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Utility Service & Supply Inc. , 6922 US 60 West, Morehead KY 40351

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto

Wood Creek Water District

1670 East Hal Rogers Parkway, London KY 40741

(hereinafter called the Obligee) the penal sum of

10% of Total amount bid Dollars \$10%

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated March 11, 2005 for

Division 1: approx 250,000 feet of various pipe

Division 2: miscellaneous fittings for the above pipe

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void otherwise to remain in full force and virtue.

Signed, sealed and dated: March 11, 2005

Utility Service & Supply Inc.

(Principal)

By: David G. Beatty

David G. Beatty, President

Countersigned By:

Steven M. Garrett
Steven M. Garrett, Kentucky Resident Agent

By: Kina L. Davidson

Kina L. Davidson,

(Attorney-in-Fact)

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No 36-020

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint: **John E. Mac Donald, Tina L. Davidson or Jennifer L. Mac Donald of Monroe, Ohio** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION (\$5,000,000.00) DOLLARS**, excluding however any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Hamilton, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **4th day of January, 2002**.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **4th day of January, 2002** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2002.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof, and on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **11th day of March, 2005**



Mark S. Schmidt

Assistant Secretary

1

BID

Proposal of Water Works Supplies Inc
hereinafter called "BIDDER"), organized and existing under the laws
of the State of INDIANA, and doing business as Water Works Supplies,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the Highway 25 North 2004 Sewer
Project, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Ted Fouda
Signature

Water Works Supplies Inc
Company Name

Outside Sales Rep
Title

611 S. Keehland Drive
Address

3-11-05
Date

PO Box 615
Richmond Ky 40476-0615

Employer I.D. No. 35 1184-372

1-859-624-2800
Phone

SEAL (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

B-1

DIVISION 1: Bid Items: Collection Mains (Pipe) (per Specifications)

| No. | Quantity | Units | Description | Unit Cost | Item Total |
|-----|----------|-------|--------------------------------------|------------------|------------------------------|
| 1 | 14268 | LF | 8" PVC SDR-21 Pipe (green in color) | 4.915 | 70,127. ²³ |
| 2 | 31675 | LF | 6" PVC SDR-21 Pipe (green in color) | 2.903 | 91,952. ⁵² |
| 3 | 13278 | LF | 4" PVC SDR-21 Pipe (green in color) | 1.37 | 18,190. ⁸⁶ |
| 4 | 69760 | LF | 3" PVC SDR-21 Pipe (green in color) | .835 | 58,249. ⁶⁰ |
| 5 | 9015 | LF | 2" PVC SDR-21 Pipe (green in color) | .42 | 3,786. ³⁰ |
| 6 | 100000 | LF | 1.5" SDR-17 Service Lateral PVC Pipe | .284 | 28,400. ⁰⁰ |
| 7 | 1080 | EA | 3" x 1 1/2" casing spacers | 2.89 | 3,121. ²⁰ |
| 8 | 0 | LF | 12" SDR-21 PVC Casing Pipe | -0- | -0- |
| 9 | 500 | LF | 10" SDR-21 PVC Casing Pipe | 7.374 | 3,687. ⁰⁰ |
| 10 | 40 | LF | 8" SDR-21 PVC Casing Pipe | 4.745 | 189. ⁸⁰ |
| 11 | 300 | LF | 6" SDR-21 PVC Casing Pipe | 2.805 | 841. ⁵⁰ |
| 12 | 100 | LF | 4" SDR-21 PVC Casing Pipe | 1.324 | 132. ⁴⁰ |
| 13 | 4100 | LF | 3" SDR-21 PVC Casing Pipe | .807 | 3,308. ⁷⁰ |
| 14 | 460 | LF | 10" Steel Casing Pipe | 13.35 | 6,147. ⁰⁰ |
| 15 | 40 | LF | 8" Steel Casing Pipe | 10.61 | 424. ⁴⁰ |
| 16 | 300 | LF | 6" Steel Casing Pipe | 8.05 | 2,415. ⁰⁰ |
| 17 | 100 | LF | 4" Steel Casing Pipe | 4.69 | 469. ⁰⁰ |
| 18 | 220 | LF | 3" Steel Casing Pipe | 3.27 | 719. ⁴⁰ |
| 19 | 960 | EA | 10" x 6" casing spacer | 9.13 | 8,764. ⁸⁰ |
| 20 | 80 | EA | 8" x 4" casing spacer | 6.83 | 546. ⁴⁰ |
| 21 | 600 | EA | 6" x 3" casing spacer | 4.13 | 2,478. ⁰⁰ |
| 22 | 200 | EA | 4" x 2" casing spacer | 2.91 | 582. ⁰⁰ |
| | | | | TOTAL BID | 304,527.¹⁰ |

(1) + (2)

2

BID

Proposal of Water Works Supplies Inc
hereinafter called "BIDDER"), organized and existing under the laws
of the State of INDIANA, and doing business as Water Works Supplies,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the Highway 25 North 2004 Sewer
Project, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Ted Pender
Signature

Water Works Supplies Inc
Company Name

Outside Sales Rep
Title

611 S. Keebeland Drive
Address

3-11-05
Date

PO Box 615
Richmond Ky 40476-0615

Employer I.D. No. 35 1184-372

1-859-624-2800
Phone

SEAL - (if BID is by a corporation)

* Insert "a corporation", "a partnership", or "an individual" as applicable.

B-1



water works supplies inc.

2

CORPORATE OFFICE:
1505 RESEARCH DRIVE
P O BOX 1177
JEFFERSONVILLE IN 47131-1177
PHONE 812/282-7703
www.waterworkssupplies.com

March 14, 2005

BRANCH SALES OFFICES

1505 RESEARCH DRIVE
P O BOX 1177
JEFFERSONVILLE IN 47131-1177
812/282-7703
FAX 812/282-5977

10105 HEDDEN ROAD
P O BOX 4818
EVANSVILLE IN 47724-0818
812/868-1181
FAX 812/868-1188

4624 ILLINOIS AVENUE
P O BOX 52155
LOUISVILLE KY 40252-3155
502/459-8974
FAX 502/459-4265

811 S KEENEHAWK DRIVE
P O BOX 815
RICHMOND KY 40478-0815
606/224-2800
FAX 606/223-4868

Wood Creek Water District
1670 East Hal Rogers Parkway
London KY 40741

Subject: Highway 25 North, 2005 Sewer Project - Bid Date 3-14-05

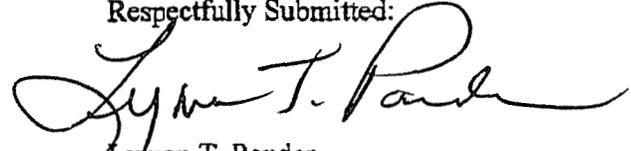
To Whom It May Concern:

This disclaimer is to be made a part of the bid documents submitted by Water Works Supplies Inc for the subject bid:

Water Works Supplies Inc does not anticipate any problems or delays in providing the materials contained within this bid packet on or by June 1, 2005. However, if shipment or delivery problems are incurred as a result of vendor production or delivery delays, Water Works Supplies will not accept the liability of \$300.00 (Three Hundred Dollars and 00/100) per day liquidated damages for each consecutive calendar day after June 1, 2005.



Respectfully Submitted:


Lynan T. Ponder
Outside Sales Representative

DIVISION 2: Bid Items: Collection Mains (Fittings, etc.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|---------------------------------|-----------|------------|
| 1 | 40 | EA | 6" RS MJ Gate Valve | 238.19 | 9527.60 |
| 2 | 12 | EA | 4" RS MJ Gate Valve | 187.00 | 2244.00 |
| 3 | 110 | EA | 3" RS MJ Gate Valve | 167.00 | 18370.00 |
| 4 | 24 | EA | 2" RS MJ Gate Valve | 117.61 | 2822.64 |
| 5 | 186 | EA | Valve Box and Lid | 24.45 | 4547.70 |
| 6 | 12 | EA | 2" x 2" DI MJ Tee | 47.15 | 565.80 |
| 7 | 3 | EA | 6" x 6" DI MJ Tee | 75.03 | 225.09 |
| 8 | 3 | EA | 6" x 4" DI MJ Tee | 66.65 | 199.95 |
| 9 | 22 | EA | 6" x 3" DI MJ Tee | 65.29 | 1436.38 |
| 10 | 0 | EA | 6" x 2.5" DI MJ Tee | - 0 - | - 0 - |
| 11 | 4 | EA | 6" x 2" DI MJ Tee | 133.00 | 532.00 |
| 12 | 4 | EA | 4" x 4" DI MJ Tee | 53.75 | 215.00 |
| 13 | 10 | EA | 4" x 3" DI MJ Tee | 51.51 | 515.10 |
| 14 | 5 | EA | 4" x 2" DI MJ Tee | 51.95 | 259.75 |
| 15 | 60 | EA | 3" x 3" DI MJ Tee | 47.97 | 2878.20 |
| 16 | 10 | EA | 3" x 2" DI MJ Tee | 99.97 | 999.70 |
| 17 | 6 | EA | 6" DI MJ 90 Bend | 54.09 | 324.54 |
| 18 | 6 | EA | 6" DI MJ 45 Bend | 49.21 | 295.26 |
| 19 | 4 | EA | 4" DI MJ 90 Bend | 35.91 | 143.64 |
| 20 | 4 | EA | 4" DI MJ 45 Bend | 33.97 | 135.88 |
| 21 | 11 | EA | 3" DI MJ 90 Bend | 32.81 | 360.91 |
| 22 | 11 | EA | 3" DI MJ 45 Bend | 30.09 | 330.99 |
| 23 | 2 | EA | 6" x 4" DI MJ Reducer | 38.21 | 76.42 |
| 24 | 1 | EA | 6" x 3" DI MJ Reducer | 38.75 | 38.75 |
| 25 | 5 | EA | 4" x 3" DI MJ Reducer | 32.03 | 160.15 |
| 26 | 3 | EA | 3" x 2" DI MJ Reducer | 36.27 | 108.81 |
| 27 | 37 | EA | 3" Flg 90 Bend | 24.75 | 915.75 |
| 28 | 37 | EA | 3" Flg x Flg DI Pipe 36" Length | 101.31 | 3748.47 |
| 29 | 37 | EA | 3" Flg x Flg DI Pipe 12" Length | 76.17 | 2818.29 |
| 30 | 37 | EA | 3" Blind Flg w/ 2.5" Thread Tap | 45.21 | 1672.77 |

56,469.47

| | | | | | |
|------------------|---------------|---------------|--|--------|-------------------|
| 30 | 37 | EA | 3" Blind Flg w/ 2.5" Thread Tap | | |
| 31 | 37 | EA | 2.5" Quick Couple (Brass) w Cover | 16.19 | 599.03 |
| 32 | 37 | EA | 18" Dia. X 30" Clean-out Box | 10.39 | 384.43 |
| 33 | 37 | EA | 18" Dia. Clean-out Box Lid | 14.81 | 550.19 |
| 34 | 37 | EA | 3" Gate Valve MJ X Flg | 154.05 | 5,699.85 |
| 35 | 148 | EA | 3" Full Face Flange Pack | 2.37 | 350.76 |
| 36 | 40 | EA | Combination Air/Vacuum Valve | 685.25 | 27,410.00 |
| 37 | 40 | EA | 36" Dia. Air/Vacuum Vault | 73.99 | 2,959.60 |
| 53 | 40 | EA | 36" Dia. Air/Vacuum Vault Lid | 169.61 | 6,784.40 |
| 54 | 2 | EA | 8"x6" Tapping Sleeve (tie-in to existing) | 249.31 | 498.62 |
| 55 | 3 | EA | 6" Tapping Valve | 332.37 | 997.11 |
| 56 | 2 | EA | 6"x6" Tapping Sleeve (tie-in to existing) | 237.35 | 474.70 |
| 57 | 3 | EA | 6"x4" Tapping Sleeve (tie-in to existing) | 228.65 | 685.95 |
| 58 | 5 | EA | 4" Tapping Valve | 237.27 | 1,186.35 |
| 59 | 3 | EA | 4"x4" Tapping Sleeve (tie-in to existing) | 212.29 | 636.87 |
| 60 | 205 | EA | 6" x 1.5" Lateral Saddle | 34.81 | 7,136.05 |
| 61 | 38 | EA | 4" x 1.5" Lateral Saddle | 26.67 | 1,013.46 |
| 62 | 231 | EA | 3" x 1.5" Lateral Saddle | 36.55 | 8,443.05 |
| 63 | 0 | EA | 2.5" x 1.5" Lateral Saddle | - 0 - | - 0 - |
| 64 | 38 | EA | 2" x 1.5" Lateral Saddle | 19.59 | 744.42 |
| 65 | 512 | EA | 1.5" Ball Corp | 55.85 | 28,595.20 |
| 66 | 512 | EA | Curb Box w/Lid | 15.91 | 8,145.92 |
| 67 | 512 | EA | 15" Lateral Box Lid | 17.85 | 9,139.20 |
| 68 | 512 | EA | 15" x 30" Lateral Box | 11.59 | 5,934.08 |
| 69 | 40 | EA | 2" threaded brass ball valve | 17.11 | 684.40 |
| 70 | 40 | EA | 2" threaded brass union | 8.69 | 347.60 |
| 71 | 6 | EA | 6" x 2" threaded tapping saddle or tee | 34.81 | 208.86 |
| 72 | 5 | EA | 4" x 2" threaded tapping saddle or tee | 26.63 | 133.15 |
| 73 | 30 | EA | 3" x 2" threaded tapping saddle or tee | 33.99 | 1,019.70 |
| 74 | 3 | EA | 2" x 2" threaded tee | 47.15 | 141.45 |
| TOTAL BID | | | | | 120,904.40 |

| | | |
|---------|--------|------------|
| 4,293 | 4.915 | 70,127.22 |
| 31,675 | 2.903 | 91,952.53 |
| 13,278 | 1.370 | 18,190.86 |
| 69,760 | 0.835 | 58,249.60 |
| 9,015 | 0.420 | 3,786.30 |
| 100,000 | 0.284 | 28,400.00 |
| 1,080 | 2.890 | 3,121.20 |
| 0 | 0.000 | 0.00 |
| 500 | 7.374 | 3,687.00 |
| 40 | 4.745 | 189.80 |
| 300 | 2.805 | 841.50 |
| 100 | 1.324 | 132.40 |
| 4,100 | 0.807 | 3,308.70 |
| 460 | 13.350 | 6,141.00 |
| 40 | 10.610 | 424.40 |
| 300 | 8.050 | 2,415.00 |
| 100 | 4.690 | 469.00 |
| 220 | 3.270 | 719.40 |
| 960 | 9.130 | 8,764.80 |
| 80 | 6.830 | 546.40 |
| 600 | 4.130 | 2,478.00 |
| 200 | 2.910 | 582.00 |
| | | 304,527.11 |

| | | |
|-----|--------|-----------|
| 40 | 238.19 | 9,527.60 |
| 12 | 187 | 2,244.00 |
| 110 | 167 | 18,370.00 |
| 24 | 117.61 | 2,822.64 |
| 186 | 24.45 | 4,547.70 |
| 12 | 47.15 | 565.80 |
| 3 | 75.03 | 225.09 |
| 3 | 66.65 | 199.95 |
| 22 | 65.29 | 1,436.38 |
| 0 | 0 | 0.00 |
| 4 | 133 | 532.00 |
| 4 | 53.75 | 215.00 |
| 10 | 51.51 | 515.10 |
| 5 | 51.95 | 259.75 |
| 60 | 47.97 | 2,878.20 |
| 10 | 99.97 | 999.70 |
| 6 | 54.09 | 324.54 |
| 6 | 49.21 | 295.26 |
| 4 | 35.91 | 143.64 |
| 4 | 33.97 | 135.88 |
| 11 | 32.81 | 360.91 |
| 11 | 30.09 | 330.99 |
| 2 | 38.21 | 76.42 |
| 1 | 38.75 | 38.75 |
| 5 | 32.03 | 160.15 |
| 3 | 36.27 | 108.81 |
| 37 | 24.75 | 915.75 |
| 37 | 101.31 | 3,748.47 |
| 37 | 76.17 | 2,818.29 |
| 37 | 45.21 | 1,672.77 |
| 37 | 16.19 | 599.03 |
| 37 | 10.39 | 384.43 |
| 37 | 14.87 | 550.19 |
| 37 | 154.05 | 5699.85 |
| 148 | 2.37 | 350.76 |
| 40 | 685.25 | 27410 |
| 40 | 73.99 | 2959.6 |
| 40 | 169.61 | 6784.4 |
| 2 | 249.31 | 498.62 |
| 3 | 332.37 | 997.11 |
| 2 | 237.35 | 474.7 |
| 3 | 228.65 | 685.95 |
| 5 | 237.27 | 1186.35 |
| 3 | 212.29 | 636.87 |
| 205 | 34.81 | 7136.05 |
| 38 | 26.67 | 1013.46 |
| 231 | 36.55 | 8443.05 |
| 0 | 0 | 0 |
| 38 | 19.59 | 744.42 |
| 512 | 55.85 | 28595.2 |
| 512 | 15.91 | 8145.92 |
| 512 | 17.85 | 9139.2 |
| 512 | 11.59 | 5934.08 |
| 40 | 17.11 | 684.4 |
| 40 | 8.69 | 347.6 |
| 6 | 34.81 | 208.86 |
| 5 | 26.63 | 133.15 |
| 30 | 33.99 | 1019.7 |
| 3 | 47.15 | 141.45 |

56,469.54

\$120,904.40

\$77,373.94

2

BID

Proposal of KENTUCKY STEEL & UTILITY SUPPLY
hereinafter called "BIDDER"), organized and existing under the laws
of the State of KENTUCKY, and doing business as CORPORATION*,
to the Wood Creek Water District (herein called the "DISTRICT").

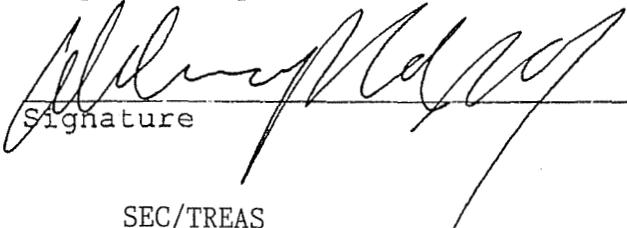
In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,



Signature

SEC/TREAS

Title

03/14/05

Date

Employer I.D. No. 61-1296690

KENTUCKY STEEL & UTILITY SUPPLY

Company Name

131 KELLER ROAD

Address

LONDON KY 40741

606/877-4132

Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an
individual" as applicable.

| DIVISION 2: Bid Items:Collection Mains (Fittings, etc.) (per Specifications) | | | | | |
|--|----------|-------|---------------------------------|-----------|------------|
| No. | Quantity | Units | Description | Unit cost | Item Total |
| 1 | 40 | EA | 6" RS MJ Gate Valve | 280.00 | 11,200.00 |
| 2 | 12 | EA | 4" RS MJ Gate Valve | 235.00 | 2,820.00 |
| 3 | 110 | EA | 3" RS MJ Gate Valve | 215.00 | 23,650.00 |
| 4 | 24 | EA | 2" RS MJ Gate Valve | 125.00 | 3,000.00 |
| 5 | 186 | EA | Valve Box and Lid | 36.88 | 6,859.68 |
| 6 | 12 | EA | 2" x 2" DI MJ Tee | 58.13 | 697.56 |
| 7 | 3 | EA | 6" x 6" DI MJ Tee | 93.38 | 280.14 |
| 8 | 3 | EA | 6" x 4" DI MJ Tee | 82.54 | 247.62 |
| 9 | 22 | EA | 6" x 3" DI MJ Tee | 80.60 | 1,773.20 |
| 10 | 0 | EA | 6" x 2.5" DI MJ Tee | -0- | -0- |
| 11 | 4 | EA | 6" x 2" DI MJ Tee | 141.82 | 567.28 |
| 12 | 4 | EA | 4" x 4" DI MJ Tee | 66.65 | 266.60 |
| 13 | 10 | EA | 4" x 3" DI MJ Tee | 65.10 | 651.00 |
| 14 | 5 | EA | 4" x 2" DI MJ Tee | 62.39 | 311.95 |
| 15 | 60 | EA | 3" x 3" DI MJ Tee | 59.68 | 3,580.80 |
| 16 | 10 | EA | 3" x 2" DI MJ Tee | 112.41 | 1,124.10 |
| 17 | 6 | EA | 6" DI MJ 90 Bend | 67.04 | 402.24 |
| 18 | 6 | EA | 6" DI MJ 45 Bend | 61.23 | 367.38 |
| 19 | 4 | EA | 4" DI MJ 90 Bend | 44.57 | 178.28 |
| 20 | 4 | EA | 4" DI MJ 45 Bend | 42.24 | 168.96 |
| 21 | 11 | EA | 3" DI MJ 90 Bend | 40.69 | 447.59 |
| 22 | 11 | EA | 3" DI MJ 45 Bend | 37.59 | 413.49 |
| 23 | 2 | EA | 6" x 4" DI MJ Reducer | 47.67 | 95.34 |
| 24 | 1 | EA | 6" x 3" DI MJ Reducer | 48.05 | 48.05 |
| 25 | 5 | EA | 4" x 3" DI MJ Reducer | 39.92 | 199.60 |
| 26 | 3 | EA | 3" x 2" DI MJ Reducer | 52.73 | 158.19 |
| 27 | 37 | EA | 3" Flg 90 Bend | 29.07 | 1,075.59 |
| 28 | 37 | EA | 3" Flg x Flg DI Pipe 36" Length | 150.00 | 5,550.00 |
| 29 | 37 | EA | 3" Flg x Flg DI Pipe 12" Length | 110.00 | 4,070.00 |

| | | | | | |
|------------------|-----|----|---|--------|-------------------|
| 30 | 37 | EA | 3" Blind Flg w/ 2.5" Thread Tap | 48.64 | 1799.68 |
| 31 | 37 | EA | 2.5" Quick Couple (Brass) w Cover | 39.60 | 1465.20 |
| 32 | 37 | EA | 18" Dia. X 30" Clean-out Box | 25.37 | 938.69 |
| 33 | 37 | EA | 18" Dia. Clean-out Box Lid | 20.16 | 745.92 |
| 34 | 37 | EA | 3" Gate Valve MJ X Flg | 123.21 | 4558.77 |
| 35 | 148 | EA | 3" Full Face Flange Pack | 2.72 | 402.56 |
| 36 | 40 | EA | Combination Air/Vacuum Valve | 781.25 | 31250.06 |
| 37 | 40 | EA | 36" Dia. Air/Vacuum Vault | 73.33 | 2933.20 |
| 53 | 40 | EA | 36" Dia. Air/Vacuum Vault Lid | 138.60 | 5544.00 |
| 54 | 2 | EA | 8"x6" Tapping Sleeve (tie-in to existing) | 458.54 | 917.08 |
| 55 | 3 | EA | 6" Tapping Valve | 246.17 | 738.51 |
| 56 | 2 | EA | 6"x6" Tapping Sleeve (tie-in to existing) | 423.00 | 846.00 |
| 57 | 3 | EA | 6"x4" Tapping Sleeve (tie-in to existing) | 410.03 | 1230.09 |
| 58 | 5 | EA | 4" Tapping Valve | 184.78 | 923.90 |
| 59 | 3 | EA | 4"x4" Tapping Sleeve (tie-in to existing) | 410.03 | 1230.09 |
| 60 | 205 | EA | 6" x 1.5" Lateral Saddle | 41.73 | 8554.65 |
| 61 | 38 | EA | 4" x 1.5" Lateral Saddle | 31.92 | 1212.96 |
| 62 | 231 | EA | 3" x 1.5" Lateral Saddle | 40.77 | 9417.87 |
| 63 | 0 | EA | 2.5" x 1.5" Lateral Saddle | -0- | -0- |
| 64 | 38 | EA | 2" x 1.5" Lateral Saddle | 40.00 | 1520.00 |
| 65 | 512 | EA | 1.5" Ball Corp | 57.99 | 29690.88 |
| 66 | 512 | EA | Curb Box w/Lid | 23.13 | 11842.56 |
| 67 | 512 | EA | 15" Lateral Box Lid | 20.16 | 10321.92 |
| 68 | 512 | EA | 15" x 30" Lateral Box | 25.37 | 12989.44 |
| 69 | 40 | EA | 2" threaded brass ball valve | 12.93 | 517.20 |
| 70 | 40 | EA | 2" threaded brass union | 9.81 | 392.40 |
| 71 | 6 | EA | 6" x 2" threaded tapping saddle or tee | 41.73 | 250.38 |
| 72 | 5 | EA | 4" x 2" threaded tapping saddle or tee | 31.92 | 159.60 |
| 73 | 30 | EA | 3" x 2" threaded tapping saddle or tee | 40.77 | 1223.10 |
| 74 | 3 | EA | 2" x 2" threaded tee | 7.36 | 22.08 |
| TOTAL BID | | | | | 213,843.43 |

7662

KY. STEEL & UTILITY SUPPLY

131 KELLER RD. PH. 606-877-4132
LONDON, KY 40741-9651

73-227/421
2616599

DATE 03/14/05

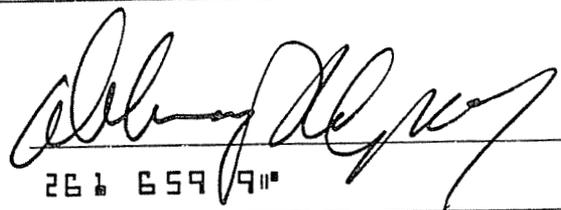
PAY TO THE ORDER OF WOOD CREEK WATER DISTRICT

\$ 21,384.35

\$21,384.35

DOLLARS  Security Features Included. Details on Back.

 **1st National Bank
And Trust**
P.O. BOX 100 • LONDON, KENTUCKY 40743



FOR _____

⑈007662⑈ ⑈042102270⑈

261 659 9⑈

*Rec'd
ck
3-18-05*

8 DELUXE - POP

BID

Proposal of HAYES PIPE SUPPLY, INC
hereinafter called "BIDDER"), organized and existing under the laws
of the State of Tennessee, and doing business as a Corporation*,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the Highway 25 North 2004 Sewer
Project, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

David E. Martin
Signature

HAYES PIPE SUPPLY, INC
Company Name

BRANCH MANAGER
Title

1300 CAHILL DRIVE
Address

MARCH 14, 2005
Date

LEXINGTON, KY, 40504

Employer I.D. No. 62-09-00976

888-554-3744
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

| DIVISION 2: Bid Items: Collection Mains (Fittings, etc.) (per Specifications) | | | | | |
|---|----------|-------|---------------------------------|-----------|------------|
| No. | Quantity | Units | Description | Unit cost | Item Total |
| 1 | 40 | EA | 6" RS MJ Gate Valve | 291.46 | 11,658.40 |
| 2 | 12 | EA | 4" RS MJ Gate Valve | 224.84 | 2,698.08 |
| 3 | 110 | EA | 3" RS MJ Gate Valve | 196.55 | 21,620.50 |
| 4 | 24 | EA | 2" RS MJ Gate Valve | 150.53 | 3,612.72 |
| 5 | 186 | EA | Valve Box and Lid | 27.50 | 5,115.00 |
| 6 | 12 | EA | 2" x 2" DI MJ Tee | 93.41 | 1,120.92 |
| 7 | 3 | EA | 6" x 6" DI MJ Tee | 82.67 | 248.01 |
| 8 | 3 | EA | 6" x 4" DI MJ Tee | 73.37 | 220.11 |
| 9 | 22 | EA | 6" x 3" DI MJ Tee | 71.58 | 1,574.76 |
| 10 | 0 | EA | 6" x 2.5" DI MJ Tee | | |
| 11 | 4 | EA | 6" x 2" DI MJ Tee | 152.46 | 609.84 |
| 12 | 4 | EA | 4" x 4" DI MJ Tee | 59.41 | 237.64 |
| 13 | 10 | EA | 4" x 3" DI MJ Tee | 57.98 | 579.80 |
| 14 | 5 | EA | 4" x 2" DI MJ Tee | 114.17 | 570.85 |
| 15 | 60 | EA | 3" x 3" DI MJ Tee | 52.97 | 3,178.20 |
| 16 | 10 | EA | 3" x 2" DI MJ Tee | 110.23 | 1,102.30 |
| 17 | 6 | EA | 6" DI MJ 90 Bend | 59.77 | 358.62 |
| 18 | 6 | EA | 6" DI MJ 45 Bend | 54.40 | 326.40 |
| 19 | 4 | EA | 4" DI MJ 90 Bend | 39.73 | 158.92 |
| 20 | 4 | EA | 4" DI MJ 45 Bend | 37.58 | 150.32 |
| 21 | 11 | EA | 3" DI MJ 90 Bend | 36.15 | 397.65 |
| 22 | 11 | EA | 3" DI MJ 45 Bend | 33.28 | 366.08 |
| 23 | 2 | EA | 6" x 4" DI MJ Reducer | 42.23 | 84.46 |
| 24 | 1 | EA | 6" x 3" DI MJ Reducer | 42.59 | 42.59 |
| 25 | 5 | EA | 4" x 3" DI MJ Reducer | 35.43 | 177.15 |
| 26 | 3 | EA | 3" x 2" DI MJ Reducer | 62.63 | 187.89 |
| 27 | 37 | EA | 3" Flg 90 Bend | 26.84 | 993.08 |
| 28 | 37 | EA | 3" Flg x Flg DI Pipe 36" Length | 97.27 | 3,598.99 |
| 29 | 37 | EA | 3" Flg x Flg DI Pipe 12" Length | 69.81 | 2,582.97 |

HAYES PIPE SUPPLY, INC

| | | | | | |
|----|-----|----|---|------------------|-------------------|
| 30 | 37 | EA | 3" Blind Flg w/ 2.5" Thread Tap | 31.17 | 1153.29 |
| 31 | 37 | EA | 2.5" Quick Couple (Brass) w Cover | 27.12 | 1003.44 |
| 32 | 37 | EA | 18" Dia. X 30" Clean-out Box | 18.92 | 700.04 |
| 33 | 37 | EA | 18" Dia. Clean-out Box Lid | 16.00 | 592.00 |
| 34 | 37 | EA | 3" Gate Valve MJ X Flg | 237.89 | 8801.93 |
| 35 | 148 | EA | 3" Full Face Flange Pack | 3.33 | 492.84 |
| 36 | 40 | EA | Combination Air/Vacuum Valve | 771.58 | 30,863.20 |
| 37 | 40 | EA | 36" Dia. Air/Vacuum Vault | 91.40 | 3656.00 |
| 53 | 40 | EA | 36" Dia. Air/Vacuum Vault Lid | 210.82 | 8432.80 |
| 54 | 2 | EA | 8"x6" Tapping Sleeve (tie-in to existing) | 254.79 | 509.58 |
| 55 | 3 | EA | 6" Tapping Valve | 397.45 | 1192.35 |
| 56 | 2 | EA | 6"x6" Tapping Sleeve (tie-in to existing) | 244.94 | 489.88 |
| 57 | 3 | EA | 6"x4" Tapping Sleeve (tie-in to existing) | 236.31 | 708.93 |
| 58 | 5 | EA | 4" Tapping Valve | 286.83 | 1434.15 |
| 59 | 3 | EA | 4"x4" Tapping Sleeve (tie-in to existing) | 219.08 | 657.24 |
| 60 | 205 | EA | 6" x 1.5" Lateral Saddle | 36.60 | 7503.00 |
| 61 | 38 | EA | 4" x 1.5" Lateral Saddle | 28.00 | 1064.00 |
| 62 | 231 | EA | 3" x 1.5" Lateral Saddle | 38.09 | 8798.79 |
| 63 | 0 | EA | 2.5" x 1.5" Lateral Saddle | | |
| 64 | 38 | EA | 2" x 1.5" Lateral Saddle | 20.59 | 782.42 |
| 65 | 512 | EA | 1.5" Ball Corp | 49.80 | 25,497.60 |
| 66 | 512 | EA | Curb Box w/Lid | 21.84 | 11,182.08 |
| 67 | 512 | EA | 15" Lateral Box Lid | 19.98 | 10,229.76 |
| 68 | 512 | EA | 15" x 30" Lateral Box | 20.41 | 10,449.92 |
| 69 | 40 | EA | 2" threaded brass ball valve | 19.86 | 794.40 |
| 70 | 40 | EA | 2" threaded brass union | 12.18 | 487.20 |
| 71 | 6 | EA | 6" x 2" threaded tapping saddle or tee | 36.60 | 219.60 |
| 72 | 5 | EA | 4" x 2" threaded tapping saddle or tee | 28.00 | 140.00 |
| 73 | 30 | EA | 3" x 2" threaded tapping saddle or tee | 35.76 | 1072.80 |
| 74 | 3 | EA | 2" x 2" threaded tee | 9.15 | 27.45 |
| | | | | TOTAL BID | 202,508.94 |

HAYES PIPE SUPPLY, INC

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Hayes Pipe Supply Company

P.O. Box 101550, Nashville, TN 37224

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Wood Creek Water District

, , KY

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10.00%),

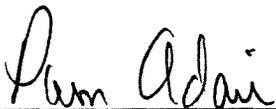
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Highway 25 North 2004 Sewer Project - Sanitary Sewer Extensions -

Contract 1

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of March, 2005

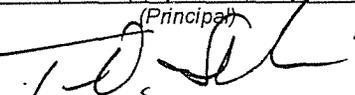


(Witness)

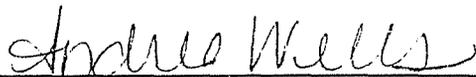
Hayes Pipe Supply Company

(Principal)

(Seal)

By: 

(Title)



Andrea Wells

(Witness)

North American Specialty Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact

Bob J. Stout

(Title)

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
ENDORSEMENT**

Coverage for acts of terrorism as defined in § 102(1) of the Terrorism Risk Insurance Act of 2002 ("the Act") is already included in this surety bond. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is **\$0.**

As your insurance/surety company we are sending you this notice to comply with the Terrorism Risk Insurance Act of 2002.

For questions regarding this notice please visit our website www.nassurety.com or you may call our office at 630- 227- 4825.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

Craig M. Whitlow, J. Carlton Smith, Jr., Bob J. Stout, James F. Harwell

James E. Gardner, Fred Fisher, Betty Capps, G. E. Thornton,

Todd A. Thompson and David A. Bennett, jointly or severally

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



Handwritten signature of Paul D. Amstutz

By Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



Handwritten signature of Steven P. Anderson

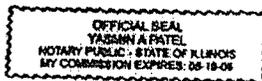
By Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11 day of June, 2004.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 11 day of June, 2004, before me, a Notary Public personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Handwritten signature of Yasmin A. Patel

Yasmin A. Patel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 2005.

Handwritten signature of James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

**Bid Proposal
For**

**Wood Creek Water District
Wastewater Division Project
Division 3
London, Kentucky**

**Bid Due
3:00 P.M., Monday March 14, 2005
Wood Creek Water District
1670 East Hal Rogers Parkway
London, KY 40741**

**Submitted by
Environment One Corporation
2773 Balltown Road
Niskayuna, NY 12309
518.346.6161**

BID

Proposal of Environment One Corporation
hereinafter called "BIDDER"), organized and existing under the laws
of the State of New York, and doing business as Corporation*,
to the Wood Creek Water District (herein called the "DISTRICT").

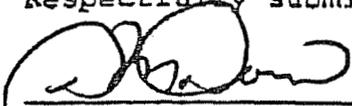
In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the Highway 25 North 2004 Sewer
Project, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,



Signature
David M. Doin

Vice President of Sales
Title

March 14, 2005
Date

Employer I.D. No. _____

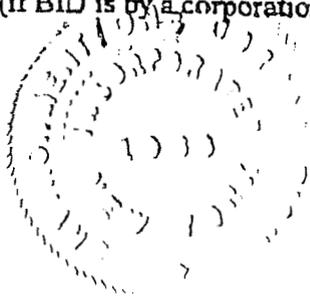
Environment One Corporation
Company Name

2773 Balltown Road
Address

Niskayuna, New York 12309

(518) 346.6161
Phone

SEAL - (if BID is by a corporation)



*Insert "a corporation", "a partnership", or "an individual" as applicable.

DIVISION 3: Bid Items: Individual Grinder Stations (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|---|------------------|------------|
| 1 | 453 | EA | Simplex Grinder Station 30"x60"complete w/Lateral Kit | 1,575.00 | 713,475.00 |
| 2 | 35 | EA | Simplex Grinder Station 30"x72" " | 1,622.00 | 56,770.00 |
| 3 | 17 | EA | Simplex Grinder Station 30"x84" " | 1,704.00 | 28,968.00 |
| 4 | 4 | EA | Simplex Grinder Station 30"x96" " | 1,743.00 | 6,972.00 |
| 5 | 2 | EA | Simplex Grinder Station 30"x108" " | 2,018.00 | 4,036.00 |
| 6 | 1 | EA | Simplex Grinder Station 30"x120" " | 2,386.00 | 2,386.00 |
| 7 | 2 | EA | Duplex Grinder Station 48" x 60" " | 4,905.00 | 9,810.00 |
| | | | | TOTAL BID | 822,417.00 |

514

- * Equipment Bid per attached drawings
- * Refer to attached letter regarding bond warranty
- * Delivery is expected over a two to two and a half year period

THE AMERICAN INSTITUTE OF ARCHITECTS



Bid Date : 03/14/2005

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Environment One Corporation
(Here insert full name and address or legal title of Contractor)
2773 Balltown Rd., Niskayuna, NY 12309-1090

as Principal, hereinafter called the Principal, and Continental Casualty Company
(Here insert full name and address or legal title of Surety)
Two Centerpoint Dr., Ste. 220, Lake Oswego, OR 97035

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto Wood Creek Water District-
Wastewater Division
(Here insert full name and address or legal title of Owner)
1670 East Hal Rogers Parkway, PO Box 726, London, KY
40741

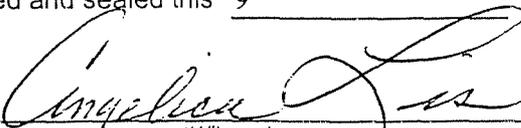
as Obligee, hereinafter called the Obligee, in the sum of ---Ten Percent of Total Amount Bid---
Dollars (10% of Total Amount Bid),

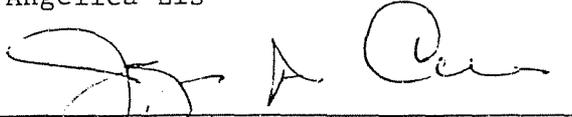
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

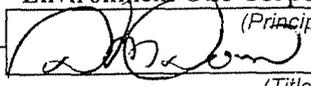
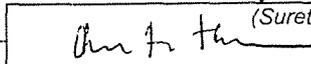
WHEREAS, the Principal has submitted a bid for Wood Creek Water District-Wastewater Division
(Here insert full name, and address or legal title of project)
Manufacture and Supply of Aproximately 514 Residential Grinder Pumps

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of March 2005


Angelica Lis (Witness)


Jorge A. Corréa (Witness)

Environment One Corporation
(Principal) (Seal)

David M. Doin (Title) VP of Sales
Continental Casualty Company
(Surety) (Seal)

(Title)
Cesar F. Javier, Attorney-In-Fact

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company

"Article IX—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

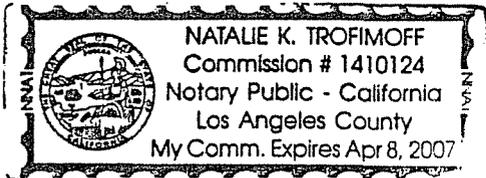
County of Los Angeles

On MAR 07 2005 before me, Natalie K. Trofimoff, Notary Public

personally appeared Cesar F. Javier

personally known to me - OR -

proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Natalie K. Trofimoff
SIGNATURE OF NOTARY

Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

CORPORATE OFFICER

Title(s) _____

INDIVIDUAL

CORPORATE OFFICER

Title(s) _____

PARTNER(S) LIMITED GENERAL

X ATTORNEY-IN-FACT

TRUSTEE(S)

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

GUARDIAN/CONSERVATOR

OTHER: _____

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

March 10, 2005

Paul Napier
Project Manager
Wood Creek Water District
1670 East Hal Rogers Parkway
London, KY 40741

Re: Wood Creek Water District – Wastewater Division
Grinder Pump Supply
Division 3

To Mr. Paul Napier:

Thank you for your interest in Environment One Corporation. We have confirmed with our Surety, CNA Insurance, that they will no longer provide bonding for projects with extended warranties, (longer than two years). Although at this time we were able to get the surety to agree to a warranty for three years. We have tried negotiating this policy with them, but we were told this is an industry wide policy and they will not change their position (please see attached letter dated April 10, 2003 from Marsh Risk & Insurance Services).

This letter serves to confirm that Environment One Corporation will warranty the grinder pump basin against defective material and workmanship for the two (2) years following the bonded warranty from CNA Insurance.

Feel free to contact me with any questions or concerns you may have.

Thank you and we look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Doin". The signature is stylized with a large, looping initial "D" and a long, sweeping underline.

David M. Doin
Vice President – Sales

MARSH

Barb Matson
Assistant Vice President

Marsh Risk & Insurance Services
777 South Figueroa Street
Los Angeles, CA 90017-5822
California License # 0437153
213 346 5730 Fax 213 346 5991
Barbara.A.Matson@Marsh.com
www.marsh.com

April 10, 2003

Ms. Eileen B. Earle
Environment One Corporation
2773 Balltown Road
Niskayuna, New York 12309-1090

Subject: Bonded Warranties

Dear Eileen:

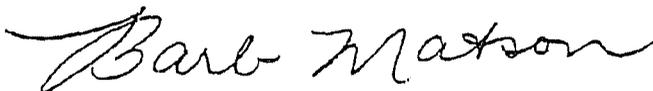
As you know, we have recently received requests from your company to provide bonding for projects with extended warranty periods (longer than two years). Your surety, CNA, has advised that they cannot guarantee long-term warranties. This position on bonding extended warranties is by no means new, nor is it unique to your company's projects, or to CNA as surety.

Surety companies, as a whole, have never wanted to extend their liability far into an unknown future. They base much of their underwriting on a company's current financial condition. Any number of occurrences could significantly impact a company's financial stability. Because no one is able to predict the future, the sureties regard long-term guarantees as something of a gamble. This is probably more true in today's marketplace than ever before. As a result of the World Trade Center disaster, the Enron surety losses, continuing threats of terrorism, and economic uncertainties (to name but some of the recent concerns), the reinsurers who provide financial backing to our markets will not permit them to commit to long-term guarantees in an uncertain world.

With this in mind, CNA is able to provide up to two years of bonded warranty. Beyond that, your contracts must stipulate that any warranties extending beyond a standard two-year period will be the sole responsibility of your company, and will not be guaranteed with a surety bond.

Please feel free to contact me with any questions.

Sincerely,

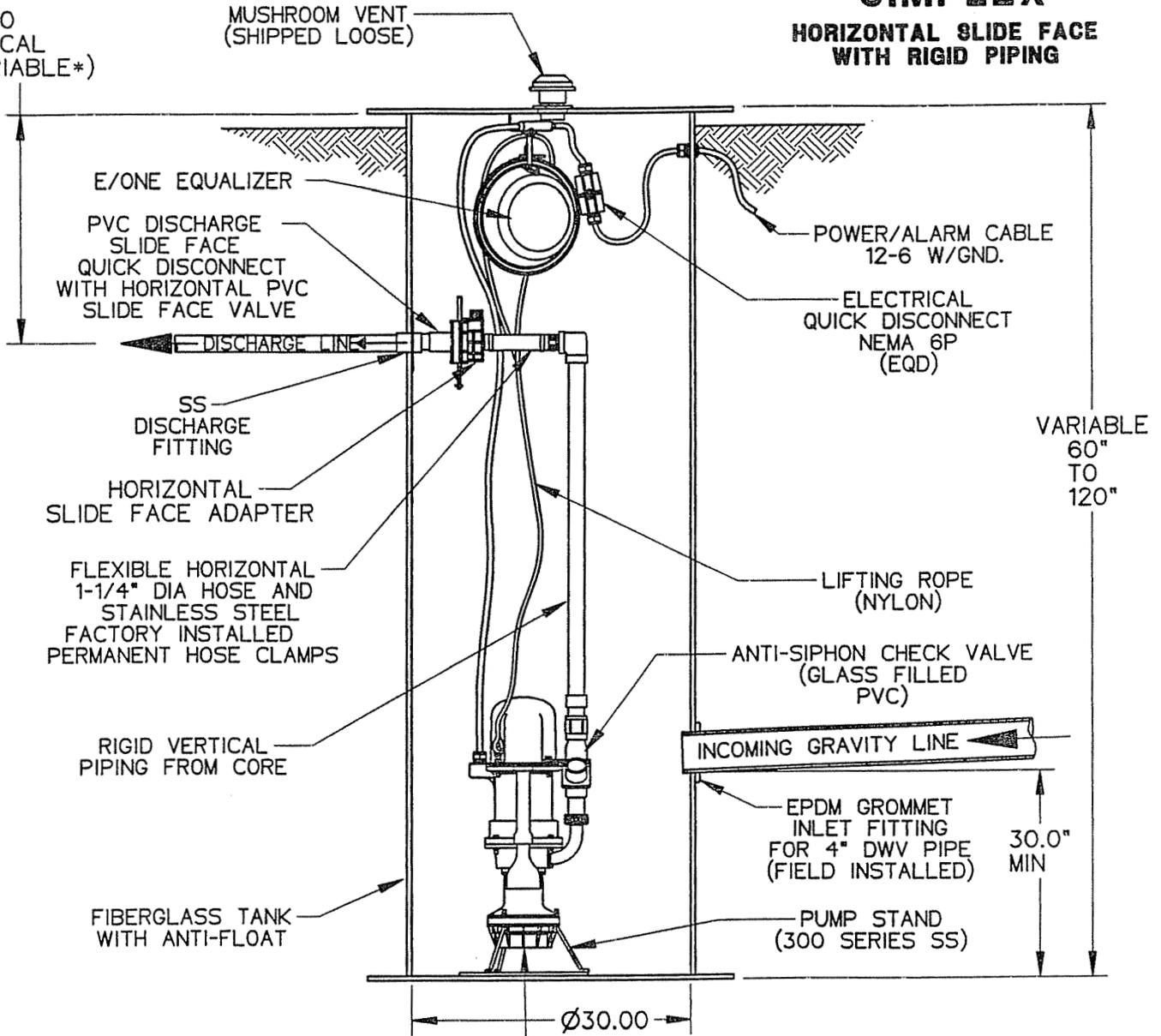


Barb Matson
Assistant Vice President

1000 SERIES FIBERGLASS SIMPLEX

**HORIZONTAL SLIDE FACE
WITH RIGID PIPING**

24.00
TYPICAL
(VARIABLE*)



SEMI-POSITIVE DISPLACEMENT TYPE PUMP
DIRECTLY DRIVEN BY 1 HP MOTOR
CAPABLE OF DELIVERING 9 gpm AT 138' T.D.H.
(34 lpm AT 42m T.D.H.)

UPC®
ASSEZ A112.3.4



| | | | | |
|-------|-------|----------|-------|-------|
| SGS | | 03-08-05 | 1 | 1/16 |
| DR BY | CHK'D | DATE | ISSUE | SCALE |



DETAIL SHEET, 1000S SIMPLEX
HORIZONTAL SLIDE FACE, RIGID DISCHARGE

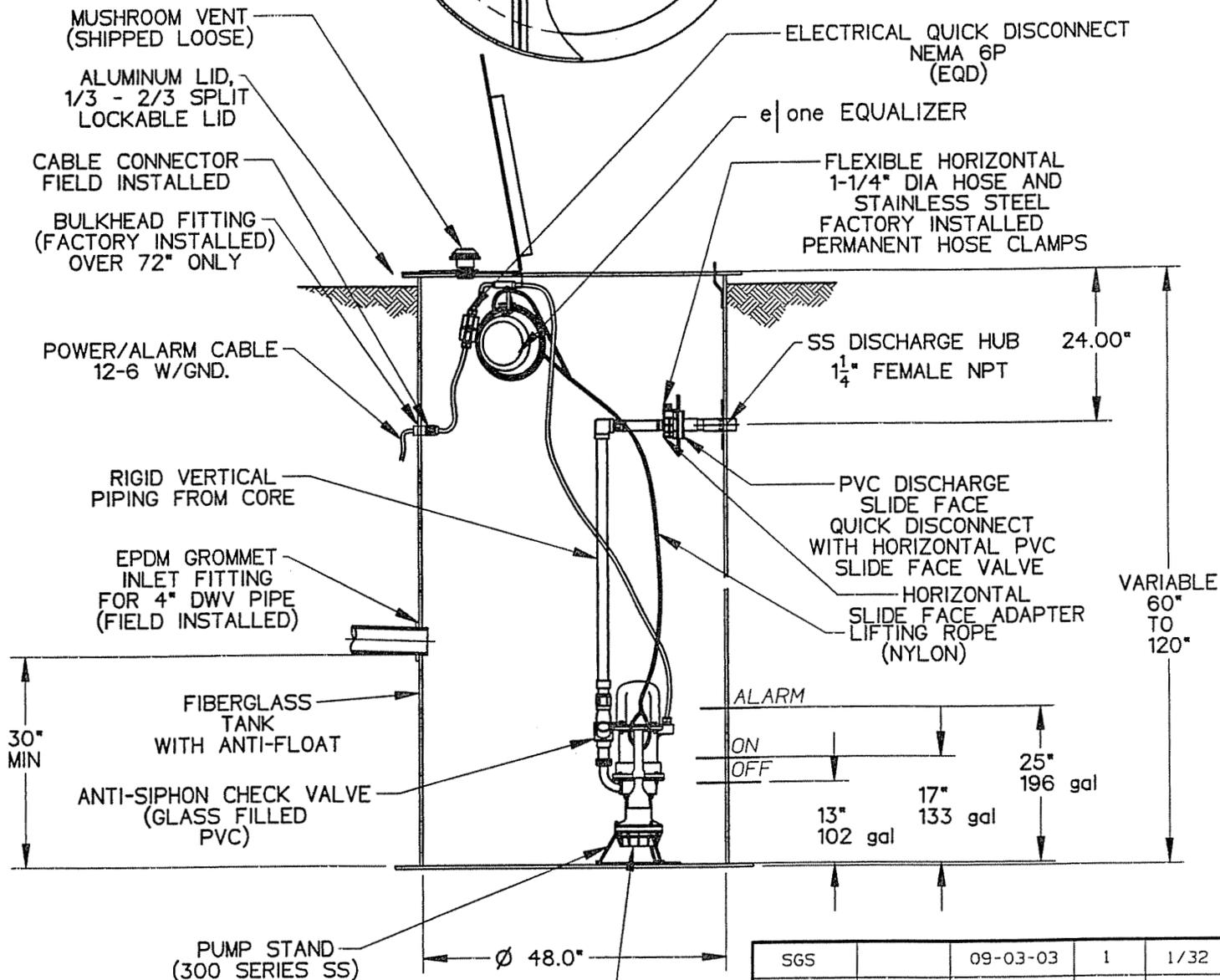
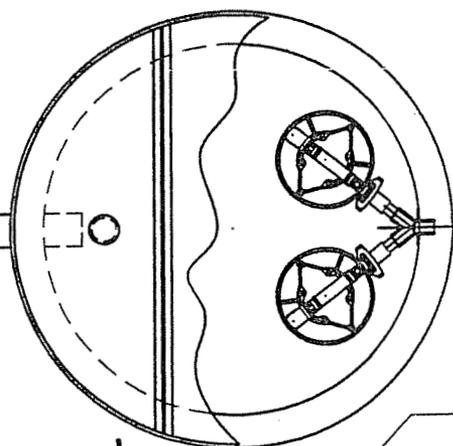
ESD 05-0026

* DISCHARGE HEIGHT NOT RECOMMENDED TO BE
GREATER THAN 84 INCHES

1000 SERIES FIBERGLASS DUPLEX

**HORIZONTAL SLIDE FACE
WITH RIGID PIPING**

STATION TO BE USED WITH
ALTERNATING PANEL
MOD T260 - PC0919G01



| | | | | |
|-------|-------|----------|-------|-------|
| SGS | | 09-03-03 | 1 | 1/32 |
| DR BY | CHK'D | DATE | ISSUE | SCALE |

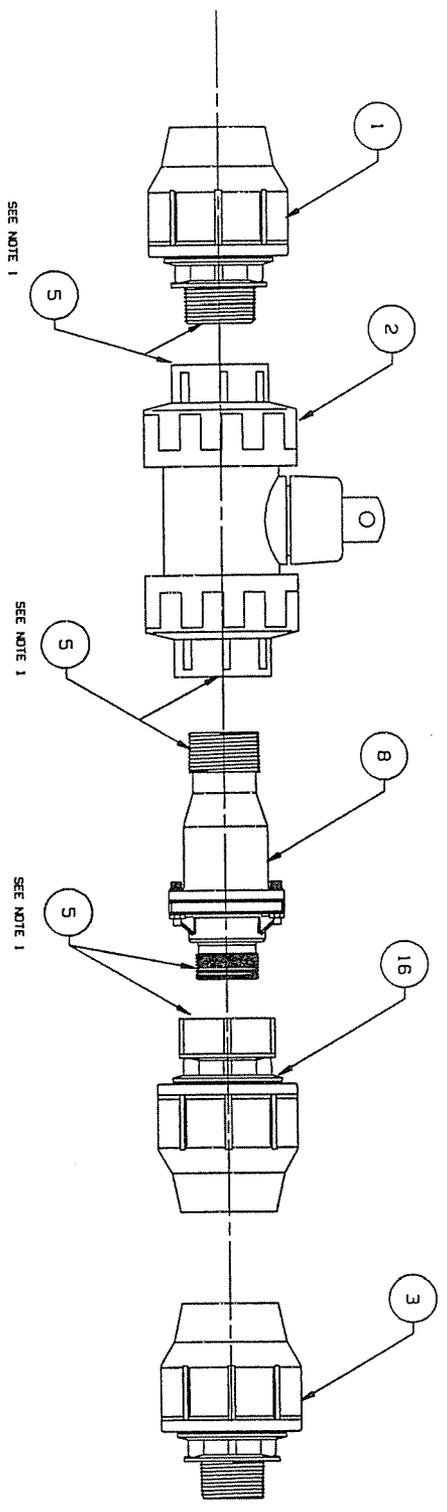
environment | one
CORPORATION

DETAIL SHEET, 1000S DUPLEX
HORIZONTAL SLIDE FACE, RIGID DISCHARGE

ESD 05-0027



| | | | | |
|-----|-----|----------------------|---------|-------|
| REV | SYM | REVISION DESCRIPTION | DATE | APPD |
| - | - | INITIAL RELEASE | 12/1/04 | 4. D. |
| - | - | ECH 04-3176 | 12/1/04 | 4. D. |



← FLOW DIRECTION →

| BILL OF MATERIAL | | | |
|------------------|------|-------------|---|
| ITEM | QTY | PART NUMBER | DESCRIPTION |
| 1 | 1 | PA136SP02 | MALE ADAPTER 1-1/2 MNPT X 1-1/2" SDR11 |
| 2 | 1 | PA199SP01 | CURB STOP 1-1/2 NPT X 1-1/2 NPT |
| 3 | 1 | PA136SP03 | MALE ADAPTER 1-1/2 SDR11 X 1-1/4 NPT |
| 5 | .6oz | 0304-011 | RTV128 GE SILICONE ADHESIVE |
| 8 | 1 | PC0051G03 | REDUNDANT CHK VALVE, 1-1/4 X 1-1/2 |
| 16 | 1 | PA136SP06 | FEMALE ADAPTER 1-1/4 FNPT X 1-1/2 SDR11 |

- NOTES:
1. APPLY SILICONE ADHESIVE TO THREADS
 2. ASSEMBLY TO BE LEAK TIGHT AT 150 PSI.
 3. POSITION RCY SO THAT "THIS SIDE UP" IS ON THE SAME PLANE AS CURB STOP ACTUATOR.
 4. THIS ASSEMBLY REPLACES PC0845602.

| | | | | | |
|--|---------------|-----------------|--------|---|--|
| UNITS: FRACTIONAL DECIMALS | | DR BY: M.R.S. | | environment one CORPORATION | |
| GAP PRACTICE PER E-3000-01 | | CHK'D: | | CURB STOP ASM. 1-1/2 (ARCH) | |
| GEOMETRIC DIMENSIONS PER ASH AND TIA'S | | ENG. W. SPOUTEN | | FIRST MADE FOR - 1-1/2" PLASTIC LATERAL | |
| ✓ MACHINE FINISH | | SCALE: | | PC0845G22 | |
| TOLERANCE ON DIMENSIONS | HT | APPRO | ISSUED | DRAWING NUMBER SH 1 OF 1 | |
| 2 PLACES ±.02 | 3 PLACES .30" | 1 | 1 | REV | |

BID

Proposal of HAVES PIPE SUPPLY, INC
hereinafter called "BIDDER"), organized and existing under the laws
of the State of Tennessee, and doing business as a Corporation*,
to the Wood Creek Water District (herein called the "DISTRICT").

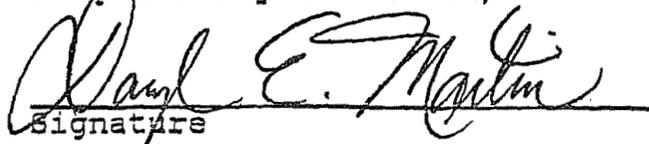
In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the Highway 25 North 2004 Sewer
Project, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,


Signature

HAVES PIPE SUPPLY, INC
Company Name

BRANCH MANAGER
Title

1300 CAHILL DRIVE
Address

MARCH 14, 2005
Date

LEXINGTON, KY, 40504

Employer I.D. No. 62-09-00976

888-534-3744
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

DIVISION 4: Bid Items: Electrical (per specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--|-----------|------------------|
| 1 | 512 | EA | 30 Amp. DP Disconnect (weatherproof)w/Breaker | 27.67 | 14,167.04 |
| 2 | 51200 | LF | 3/4" Conduit PVC Schd 40 | .21 | 10,752.00 |
| 3 | 1600 | LF | 3/4" Conduit PVC Schd 40 Flex-Tite | .41 | 656.00 |
| 4 | 1024 | EA | 3/4" Flex-Tite to Box Connectors w/ Locknut | .91 | 931.84 |
| 5 | 1970 | EA | 3/4" Conduit PVC Male Adapter Schd 40 | .23 | 453.10 |
| 6 | 512 | EA | 3/4" Conduit PVC Female Adapter Schd 40 | .25 | 128.00 |
| 7 | 1576 | EA | 3/4" Conduit PVC Long Sweep 90 Schd 40 | .40 | 630.40 |
| 8 | 2200 | EA | 3/4" Conduit PVC Coupling Schd 40 | .12 | 264.00 |
| 9 | 3000 | EA | 3/4" Conduit Strap | .21 | 630.00 |
| 10 | 3000 | EA | 3/4" stainless steel Locknuts | 4.08 | 12,240.00 |
| 11 | 61400 | LF | 10/3 w/grd Romex Electrical Wire | .39 | 23,946.00 |
| 12 | 1000 | EA | 1/2" Wire Staples (Plastic) for 10/3 | .06 | 60.00 |
| 13 | 30 | Qt | PVC Cleaner | 6.28 | 188.40 |
| 14 | 30 | Qt | PVC Glue | 6.92 | 207.60 |
| 15 | 40 | Tube | Clear Silicone | 5.24 | 209.60 |
| 16 | 5000 | EA | 1" x 1/4" stainless steel lag bolts | .10 | 500.00 |
| 17 | 5000 | EA | 1" stainless steel masonry screws (Simpson Strongtie) 5/16" Head | .16 | 800.00 |
| 18 | 228981 | LF | 12 Gauge THHN Tracer-Locating Wire | .06 | 13,738.86 |
| 19 | 512 | EA | Electrical Inspection | NO BID | NO BID |
| TOTAL BID | | | | | 80,502.84 |

HAYES PIPE SUPPLY, INC

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Hayes Pipe Supply Company

P.O. Box 101550, Nashville, TN 37224

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Wood Creek Water District

, , KY

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10.00%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Highway 25 North 2004 Sewer Project - Sanitary Sewer Extensions -

Contract 2

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of March, 2005

Pam Adair

(Witness)

Hayes Pipe Supply Company

(Principal)

(Seal)

By: *T.C. Dell*

(Title)

Andrea Wells

Andrea Wells

(Witness)

North American Specialty Insurance Company

(Surety)

(Seal)

By: *Bob J. Stout*

Attorney-in-Fact

Bob J. Stout

(Title)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

Craig M. Whitlow, J. Carlton Smith, Jr., Bob J. Stout, James F. Harwell

James E. Gardner, Fred Fisher, Betty Capps, G. E. Thornton,

Todd A. Thompson and David A. Bennett, jointly or severally

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



Handwritten signature of Paul D. Amstutz

By Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



Handwritten signature of Steven P. Anderson

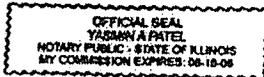
By Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11 day of June, 2004.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 11 day of June, 2004, before me, a Notary Public personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Handwritten signature of Yasmin A. Patel

Yasmin A. Patel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 2005.

Handwritten signature of James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
ENDORSEMENT**

Coverage for acts of terrorism as defined in § 102(1) of the Terrorism Risk Insurance Act of 2002 ("the Act") is already included in this surety bond. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.

As your insurance/surety company we are sending you this notice to comply with the Terrorism Risk Insurance Act of 2002.

For questions regarding this notice please visit our website www.nassurety.com or you may call our office at 630- 227- 4825.

Bill's Bath & Lighting Gallery, Inc.

589 Hwy. 192 West
P.O. Box 902
London, Kentucky 40743-0902
606-878-5552

4

DIVISION 4: Bid Items: Electrical (per specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----------|----------|-------|--|-----------|-------------------------|
| 1 | 512 | EA | 30 Amp. DP Disconnect (weatherproof)w/Breaker | 33.32 | 17,059. ⁸⁴ |
| 2 | 51200 | LF | 3/4" Conduit PVC Schd 40 | .15 per' | 7,680. ⁰⁰ |
| 3 | 1600 | LF | 3/4" Conduit PVC Schd 40 Flex-Tite | .29 per' | 464. ⁰⁰ |
| 4 | 1024 | EA | 3/4" Flex-Tite to Box Connectors w/ Locknut | .96 ea | 983. ⁰⁴ |
| 5 | 1970 | EA | 3/4" Conduit PVC Male Adapter Schd 40 | .18 ea | 354. ⁶⁰ |
| 6 | 512 | EA | 3/4" Conduit PVC Female Adapter Schd 40 | .19 ea | 97. ²⁸ |
| 7 | 1576 | EA | 3/4" Conduit PVC Long Sweep 90 Schd 40 | .37 ea | 583. ¹² |
| 8 | 2200 | EA | 3/4" Conduit PVC Coupling Schd 40 | .10 ea | 220. ⁰⁰ |
| 9 | 3000 | EA | 3/4" Conduit Strap | .17 ea | 510. ⁰⁰ |
| 10 | 3000 | EA | 3/4" stainless steel Locknuts | .06 ea | 180. ⁰⁰ |
| 11 | 61400 | LF | 10/3 w/grd Romex Electrical Wire | .32 per' | 19,648. ⁰⁰ |
| 12 | 1000 | EA | 1/2" Wire Staples (Plastic) for 10/3 | 1.51 per' | 15. ¹⁰ |
| 13 | 30 | Qt | PVC Cleaner | 5.18 ea | 155. ⁴⁰ |
| 14 | 30 | Qt | PVC Glue | 8.23 ea | 246. ⁹⁰ |
| 15 | 40 | Tube | Clear Silicone | 3.35 ea | 134. ⁰⁰ |
| 16 | 5000 | EA | 1" x 1/4" stainless steel lag bolts | .06 ea | 300. ⁰⁰ |
| 17 | 5000 | EA | 1" stainless steel masonry screws (Simpson Strongtie) 5/16" Head | .13 ea | 650. ⁰⁰ |
| 18 | 228981 | LF | 12 Guage THHN Tracer-Locating Wire | .05 per' | 11,449. ⁰⁵ |
| 19 | 512 | EA | Electrical Inspection | | |
| Total Bid | | | | | \$60,730. ³³ |

\$60,730.³³

3-14-05

Willa D. Lee

BID

Proposal of HANSON AGGREGATES MIDWEST, INC. hereinafter called "BIDDER"), organized and existing under the laws of the State of Ky., and doing business as HANSON*, to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to supply materials for the **Highway 25 North 2004 Sewer Project**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organizations, that this BID has been arrived at independently, without consultations, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as outlined in the CONTRACT DOCUMENTS on the dates as specified in the ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day after June 1, 2005 that 100% of materials have not been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid Schedules:

Respectfully submitted,

Mike Hansel
Signature

HANSON AGGREGATES MIDWEST, INC.
Company Name

Sales Mgr.
Title

209 OLD HARRODS CREEK RD.
Address

3-14-05
Date

LOUISVILLE, KY. 40223

Employer I.D. No. 61-0476452

606-274-4722
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

DIVISION 5: Miscellaneous Items (per specifications)

NOTE: Items on this page are bid individually and will be awarded individually.
Bidders may bid one Item or all Items. Award will be on lowest bid for that Item.

Bid Item: Dense Graded Aggregate (D.G.A.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------|-----------|-------------|
| 1 | 2600 | tons | D.G.A. (delivered) | \$9.70 | |
| TOTAL BID | | | | | \$25,220.00 |

Bid Item: Crushed Stone Base (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------------------|-----------|-------------|
| 1 | 3487 | tons | crushed stone base (delivered) | \$9.70 | |
| TOTAL BID | | | | | \$33,823.90 |

Bid Item: Concrete per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|----------------------|-----------|------------|
| 1 | 550 | CY | concrete (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Blacktop (Asphalt Paving) per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|---------------------------------|-----------|------------|
| 1 | 575 | tons | blacktop (F.O.B. asphalt plant) | | |
| TOTAL BID | | | | | |

Bid Items: Miscellaneous

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|-----------------------------|-----------|------------|
| 1 | 1500 | LB | Seed | | |
| 2 | 2550 | Bale | Straw | | |
| 3 | 300 | EA | 8"x16" solid concrete block | | |
| 4 | 3585 | EA | 80 lb. bag concrete mix | | |
| TOTAL BID | | | | | |

NOTE: DELIVERED AS REQUESTED.

B-7

6087

59,043

5-BA

BID

Proposal of Elmo Greer + Sons LLC.
hereinafter called "BIDDER"), organized and existing under the laws
of the State of Ky., and doing business as LLC.*,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Tom Clancy
Signature

Elmo Greer + Sons LLC.
Company Name

Sales / Project Manager
Title

P.O. Box 730
Address

3/14/05
Date

London Ky. 40743

Employer I.D. No. 610874665

606 843-6136
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

DIVISION 5: Miscellaneous Items (per specifications)

NOTE: Items on this page are bid individually and will be awarded individually.
Bidders may bid one Item or all Items. Award will be on lowest bid for that Item.

Bid Item: Dense Graded Aggregate (D.G.A.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|--|----------|-------|--------------------|-----------|------------------------------------|
| 1 | 2600 | tons | D.G.A. (delivered) | \$ 10.54 | |
| <i>This Price is also Picked up @ Pittsburg Plant (#8 @ #57)</i> | | | | | TOTAL BID \$ 27,404. ⁰⁰ |

Bid Item: Crushed Stone Base (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|--------------------------------|-----------|------------------------------------|
| 1 | 3487 | tons | crushed stone base (delivered) | \$ 10.54 | |
| | | | | | TOTAL BID \$ 36,752. ⁹⁸ |

Bid Item: Concrete per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|----------------------|-----------|---------------|
| 1 | 550 | CY | concrete (delivered) | no | Bid |
| | | | | | TOTAL BID N/A |

Bid Item: Blacktop (Asphalt Paving) per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|---------------------------------|----------------------|------------------------------------|
| 1 | 575 | tons | blacktop (F.O.B. asphalt plant) | \$ 31. ⁰⁰ | |
| | | | | | TOTAL BID \$ 17,825. ⁰⁰ |

Bid Items: Miscellaneous

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|-----------------------------|-----------|-------------|
| 1 | 1500 | LB | Seed | | - |
| 2 | 2550 | Bale | Straw | | - |
| 3 | 300 | EA | 8"x16" solid concrete block | | - |
| 4 | 3585 | EA | 80 lb. bag concrete mix | | - |
| | | | | | TOTAL BID - |

BID

Proposal of HANSON AGGREGATES MIDWEST, INC. hereinafter called "BIDDER"), organized and existing under the laws of the State of Ky., and doing business as HANSON*, to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to supply materials for the **Highway 25 North 2004 Sewer Project**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organizations, that this BID has been arrived at independently, without consultations, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as outlined in the CONTRACT DOCUMENTS on the dates as specified in the ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day after June 1, 2005 that 100% of materials have not been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid Schedules:

Respectfully submitted,

Mike Hansel
Signature

HANSON AGGREGATES MIDWEST, INC.
Company Name

Sales Mgr.
Title

209 OLD HARRODS CREEK RD.
Address

3-14-05
Date

LOUISVILLE, KY. 40223

Employer I.D. No. 61-0476452

606-274-4722
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

DIVISION 5: Miscellaneous Items (per specifications)

**NOTE: Items on this page are bid individually and will be awarded individually.
Bidders may bid one Item or all Items. Award will be on lowest bid for that Item.**

Bid Item: Dense Graded Aggregate (D.G.A.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------|-----------|-------------|
| 1 | 2600 | tons | D.G.A. (delivered) | \$9.70 | |
| TOTAL BID | | | | | \$25,220.00 |

Bid Item: Crushed Stone Base (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------------------|-----------|-------------|
| 1 | 3487 | tons | crushed stone base (delivered) | \$9.70 | |
| TOTAL BID | | | | | \$33,823.90 |

Bid Item: Concrete per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|----------------------|-----------|------------|
| 1 | 550 | CY | concrete (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Blacktop (Asphalt Paving) per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|---------------------------------|-----------|------------|
| 1 | 575 | tons | blacktop (F.O.B. asphalt plant) | | |
| TOTAL BID | | | | | |

Bid Items: Miscellaneous

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|-----------------------------|-----------|------------|
| 1 | 1500 | LB | Seed | | |
| 2 | 2550 | Bale | Straw | | |
| 3 | 300 | EA | 8"x16" solid concrete block | | |
| 4 | 3585 | EA | 80 lb. bag concrete mix | | |
| TOTAL BID | | | | | |

NOTE: DELIVERED AS REQUESTED.

B-7

6087

59,043

BID

Proposal of Elmo Greer + Sons LLC.
hereinafter called "BIDDER"), organized and existing under the laws
of the State of Ky., and doing business as LLC.*,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Tom Oatman
Signature

Elmo Greer + Sons LLC.
Company Name

Sales / Project Manager
Title

P.O. Box 730
Address

3/14/05
Date

London Ky. 40743

Employer I.D. No. 610874665

606 843-6136
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an
individual" as applicable.

DIVISION 5: Miscellaneous Items (per specifications)

NOTE: Items on this page are bid individually and will be awarded individually.
Bidders may bid one Item or all Items. Award will be on lowest bid for that Item.

Bid Item: Dense Graded Aggregate (D.G.A.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|--|----------|-------|--------------------|-----------|------------------------------------|
| 1 | 2600 | tons | D.G.A. (delivered) | \$ 10.54 | |
| <i>This Price is also Picked up @ Pittsburg Plant (#8 & #57)</i> | | | | | TOTAL BID \$ 27,404. ⁰⁰ |

Bid Item: Crushed Stone Base (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|--------------------------------|-----------|------------------------------------|
| 1 | 3487 | tons | crushed stone base (delivered) | \$ 10.54 | |
| | | | | | TOTAL BID \$ 36,752. ⁹⁸ |

Bid Item: Concrete per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|----------------------|-----------|---------------|
| 1 | 550 | CY | concrete (delivered) | no | Bid |
| | | | | | TOTAL BID N/A |

Bid Item: Blacktop (Asphalt Paving) per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|---------------------------------|----------------------|------------------------------------|
| 1 | 575 | tons | blacktop (F.O.B. asphalt plant) | \$ 31. ⁰⁰ | |
| | | | | | TOTAL BID \$ 17,825. ⁰⁰ |

Bid Items: Miscellaneous

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|-----------------------------|-----------|-------------|
| 1 | 1500 | LB | Seed | | - |
| 2 | 2550 | Bale | Straw | | - |
| 3 | 300 | EA | 8"x16" solid concrete block | | - |
| 4 | 3585 | EA | 80 lb. bag concrete mix | | - |
| | | | | | TOTAL BID - |

5-C

BID

Proposal of Dallas Benge Concrete
hereinafter called "BIDDER"), organized and existing under the laws
of the State of Ky., and doing business as Dallas Benge Concrete
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Dallas Benge
Signature

Dallas Benge Concrete LLC
Company Name

Owner
Title

P.O. Box 356,
Address

3-14-05
Date

London, Ky. 40741

Employer I.D. No. _____

606-864-0778
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

DIVISION 5: Miscellaneous Items (per specifications)

**NOTE: Items on this page are bid individually and will be awarded individually.
Bidders may bid one Item or all Items. Award will be on lowest bid for that Item.**

Bid Item: Dense Graded Aggregate (D.G.A.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------|-----------|------------|
| 1 | 2600 | tons | D.G.A. (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Crushed Stone Base (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------------------|-----------|------------|
| 1 | 3487 | tons | crushed stone base (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Concrete per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|-------------------------------|-----------|------------|
| 1 | 550 | CY | concrete (delivered) PSI 4000 | 56.00 | 30,800.00 |
| TOTAL BID | | | | | 30,800.00 |

Bid Item: Blacktop (Asphalt Paving) per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|---------------------------------|-----------|------------|
| 1 | 575 | tons | blacktop (F.O.B. asphalt plant) | | |
| TOTAL BID | | | | | |

Bid Items: Miscellaneous

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|-----------------------------|-----------|------------|
| 1 | 1500 | LB | Seed | | |
| 2 | 2550 | Bale | Straw | | |
| 3 | 300 | EA | 8"x16" solid concrete block | | |
| 4 | 3585 | EA | 80 lb. bag concrete mix | | |
| TOTAL BID | | | | | |



5-C

277 Ready Mix Road • London, KY 40741
Phn: 606-864-2268 • Fax: 606-864-2260

March 14, 2005

Woods Creek Water
P O Box 726
London, Ky 40743

Please accept the attached bid as Tri County Ready Mix Concrete's bid for Highway 25 North Sewer Project. These prices will be held for the life of this project, estimated at 550 cubic yards over the time period of one year.

Tri County Ready Mix is wholly owned by The Ready Mix Concrete Company and has been in business for over 60 years. We can assure you we will be in business for the next year and fully commit to supplying this project, as in the past, with high quality products and service second to none.

The request for a materials bid and performance bond is not usual to a materials supply agreement. Hopefully our company's history and past performance will meet any performance concerns on the state or local level. We certainly appreciate the past business with The Water District and look foreword to future supply.

Sincerely

Bob Helton

Tri County Ready Mix

S-C

BID

Proposal of Trice County - Ready mix
hereinafter called "BIDDER", organized and existing under the laws
of the State of Ky, and doing business as concrete,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

James D. Wing
Signature

Trice County Ready-mix
Company Name

Regional manager
Title

277 Ready mix Rd. London ky
Address

3-14-05
Date

Employer I.D. No. _____

606-864-2268
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

DIVISION 5: Miscellaneous Items (per specifications)

**NOTE: Items on this page are bid individually and will be awarded individually.
Bidders may bid one Item or all Items. Award will be on lowest bid for that Item.**

Bid Item: Dense Graded Aggregate (D.G.A.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------|-----------|------------|
| 1 | 2600 | tons | D.G.A. (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Crushed Stone Base (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------------------|-----------|------------|
| 1 | 3487 | tons | crushed stone base (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Concrete per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|----------------------|-----------|------------|
| 1 | 550 | CY | concrete (delivered) | \$60.00 | \$34,980 |
| TOTAL BID | | | | | |

Bid Item: Blacktop (Asphalt Paving) per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|---------------------------------|-----------|------------|
| 1 | 575 | tons | blacktop (F.O.B. asphalt plant) | | |
| TOTAL BID | | | | | |

Bid Items: Miscellaneous

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|-----------------------------|-----------|------------|
| 1 | 1500 | LB | Seed | | |
| 2 | 2550 | Bale | Straw | | |
| 3 | 300 | EA | 8"x16" Solid Concrete Block | | |
| 4 | 3585 | EA | 80 lb. Concrete Mix | | |
| TOTAL BID | | | | | |

BID

5-D

Proposal of Elmo Greer + Sons LLC.
hereinafter called "BIDDER"), organized and existing under the laws
of the State of Ky., and doing business as LLC.*,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Ron Clafay
Signature

Elmo Greer + Sons LLC.
Company Name

Sales / Project Manager
Title

P.O. Box 730
Address

3/14/05
Date

London Ky. 40743

Employer I.D. No. 610874665

606 843-6136
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an
individual" as applicable.

DIVISION 5: Miscellaneous Items (per specifications)

NOTE: Items on this page are bid individually and will be awarded individually.
Bidders may bid one Item or all Items. Award will be on lowest bid for that Item.

Bid Item: Dense Graded Aggregate (D.G.A.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|--|----------|-------|--------------------|-----------|------------------------------------|
| 1 | 2600 | tons | D.G.A. (delivered) | \$ 10.54 | |
| <i>This Price is also Picked up @ Pittsburg Plant (#80*57)</i> | | | | | TOTAL BID \$ 27,404. ⁰⁰ |

Bid Item: Crushed Stone Base (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|--------------------------------|-----------|------------------------------------|
| 1 | 3487 | tons | crushed stone base (delivered) | \$ 10.54 | |
| | | | | | TOTAL BID \$ 36,752. ⁹⁸ |

Bid Item: Concrete per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|----------------------|-----------|---------------|
| 1 | 550 | CY | concrete (delivered) | no | Bid |
| | | | | | TOTAL BID N/A |

Bid Item: Blacktop (Asphalt Paving) per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|---------------------------------|----------------------|------------------------------------|
| 1 | 575 | tons | blacktop (F.O.B. asphalt plant) | \$ 31. ⁰⁰ | |
| | | | | | TOTAL BID \$ 17,825. ⁰⁰ |

Bid Items: Miscellaneous

| No. | Quantity | Units | Description | Unit cost | Item Total |
|-----|----------|-------|-----------------------------|-----------|-------------|
| 1 | 1500 | LB | Seed | | - |
| 2 | 2550 | Bale | Straw | | - |
| 3 | 300 | EA | 8"x16" solid concrete block | | - |
| 4 | 3585 | EA | 80 lb. bag concrete mix | | - |
| | | | | | TOTAL BID - |

5

5
E, F, G, H

BID

Proposal of Benge FARM Supply INC.
hereinafter called "BIDDER"), organized and existing under the laws
of the State of Kentucky, and doing business as A Corporation*,
to the Wood Creek Water District (herein called the "DISTRICT").

In compliance with your Advertisement for Bids, BIDDER hereby
proposes to supply materials for the **Highway 25 North 2004 Sewer
Project**, in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated herein.

By submission of this BID, BIDDER certifies, and in the case
of a joint BID each party thereto certifies as to its own
organizations, that this BID has been arrived at independently,
without consultations, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to supply and deliver the materials as
outlined in the CONTRACT DOCUMENTS on the dates as specified in the
ADVERTISEMENT FOR BIDS. BIDDER further agrees to pay, as
liquidated damages, the sum of \$300.00 for each consecutive
calendar day after June 1, 2005 that 100% of materials have not
been delivered, except concrete and blacktop.

BIDDER agrees to supply and deliver all materials described in the
CONTRACT DOCUMENTS for the Unit Prices entered on the following Bid
Schedules:

Respectfully submitted,

Charlie Benge
Signature

Benge FARM Supply INC
Company Name

Pres.
Title

870 East 4th. Street
Address

3-14-05
Date

LONDON, KY 40741

Employer I.D. No. 61-1001954

606-864-5096
Phone

SEAL - (if BID is by a corporation)

*Insert "a corporation", "a partnership", or "an individual" as applicable.

DIVISION 5: Miscellaneous Items (per specifications)

NOTE: Items on this page are bid individually and will be awarded individually.
Bidders may bid one Item or all Items. Award will be on lowest bid for that Item.

Bid Item: Dense Graded Aggregate (D.G.A.) (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------|-----------|------------|
| 1 | 2600 | tons | D.G.A. (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Crushed Stone Base (per Specifications)

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|--------------------------------|-----------|------------|
| 1 | 3487 | tons | crushed stone base (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Concrete per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|----------------------|-----------|------------|
| 1 | 550 | CY | concrete (delivered) | | |
| TOTAL BID | | | | | |

Bid Item: Blacktop (Asphalt Paving) per Specifications

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|---------------------------------|-----------|------------|
| 1 | 575 | tons | blacktop (F.O.B. asphalt plant) | | |
| TOTAL BID | | | | | |

Bid Items: Miscellaneous

| No. | Quantity | Units | Description | Unit cost | Item Total |
|------------------|----------|-------|-----------------------------|-----------|------------|
| 1 | 1500 | LB | Seed | 1.10 | 1650.00 |
| 2 | 2550 | Bale | Straw | 3.25 | 8287.50 |
| 3 | 300 | EA | 8"x16" solid concrete block | 1.19 | 357.00 |
| 4 | 3585 | EA | 80 lb. bag concrete mix | 2.74 | 9822.90 |
| TOTAL BID | | | | | 20,117.40 |

90 Concrete pallets @ 14.00 = \$1260.00

You CAN return The original ^{B-7} pallets for credit
Concrete will be delivered 100 per delivery, Woods Creek
+ 100 lb. bag That can unload from The side